

**CONSENT  
OCTOBER 21, 2021**

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<b>1</b>	<b>BAHR - BOISE STATE UNIVERSITY - BOISE CITY MASTER SERVICES AGREEMENT – BOISE POLICE SERVICES</b>	Action Item
<b>2</b>	<b>BAHR – UNIVERSITY OF IDAHO – SOFTWARE DONATION – ACADEMIC LICENSE FOR PETREL SOFTWARE</b>	Action Item
<b>3</b>	<b>IRSA – EPSCoR COMMITTEE APPOINTMENTS</b>	Action Item
<b>4</b>	<b>PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENT</b>	Action Item
<b>5</b>	<b>PPGA – DATA MANAGEMENT COUNCIL APPOINTMENT</b>	Action Item
<b>6</b>	<b>PPGA – STATE REHABILITATION COUNCIL APPOINTMENT</b>	Action Item
<b>7</b>	<b>SDE – ACCREDITATION REPORT, 2020-2021</b>	Action Item
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**BOISE STATE UNIVERSITY**

**SUBJECT**

Campus Master Services Agreement with Boise City for law enforcement related services

**REFERENCE**

October 2004	Idaho State Board of Education (Board) approved contract with Boise City Police Department to provide campus law enforcement services.
June 2008	Board approved renewal of contract with Boise City Police Department to continue to provide campus law enforcement services through September 2012.
June 2012	Board approved renewal of contract with Boise City Police Department to continue to provide campus law enforcement services through September 2016.
June 2014	Board approved a revision of contract with Boise City Police Department to increase the cost of the contract through September 2016.
December 2016	Board approved contract with Boise City Police Department to provide campus law enforcement services for a nearly five year period, expiring September 30, 2021.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V .1.3.a  
Section 67-9225, Idaho Code

**BACKGROUND/DISCUSSION**

Since October 2004, Boise State University (BSU) has contracted with the Boise City Police Department ("BPD") to provide law enforcement services on campus. In June 2014, the Board approved a revised contract that expired in September 2016, and later, a three-month extension to provide for an expiration at the end of December 2016.

In December 2016, the Board approved an up to five year (three year fixed, two year optional) Agreement with Boise City for law enforcement services to be provided by Boise Police officers assigned at BSU.

BSU wishes to enter into an agreement with the City for BPD's continued services for a five year term. In addition to Board approval, Boise City Council approval will be required. The proposed contract term is for November 1, 2021, through December 2026, an approximate five year and two month term (shifting from a fiscal year end for the City to a calendar year-end). In order to bridge the gap between the end of the existing five year term and the beginning of the new five

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year term, a letter agreement is anticipated which would extend the current agreement by one month - the month of October - to bridge the agreement over to the start of the new contract beginning November 1.

The University's continuing overarching goal is to provide effective police and security services to campus constituencies in a transparent, 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 Boise State University campus. Student success is critical to the University, and a safe learning environment for all students is foundational to that success.

The proposed agreement anticipates a Lieutenant and six officers will be assigned for the BSU specialty unit, and they will receive specialty training for Title IX, Jeanne Clery Act, and other issues unique to University policing that may be provided or recommended by the University. In addition, the Special Events held at BSU will continue to be covered by the Agreement, including, but not limited to, BSU football games and Extra Mile Arena concerts.

Boise Police has developed a new Training, Education, and Development Division, currently led by Captain Spencer Fomby. In collaboration with Captain Fomby, the Agreement contemplates increased campus engagement, transparency, collaboration, and training opportunities, alongside the University's Campus Safety Advisory Committee.

**IMPACT**

The parties have reached agreement with regard to costs. In addition to costs related to personnel assigned to BSU, Boise City has developed an indirect cost formula for reimbursement of other costs – maintenance and operational costs - associated with the unit.

Year	Personnel costs	Indirect costs	Total
2021-2022	\$ 1,625,243	\$ 323,353	\$ 1,948,596
2022-2023	\$ 1,690,252	\$ 333,053	\$ 2,023,305
2023-2024	\$ 1,757,862	\$ 343,053	\$ 2,100,906
2024-2025	\$ 1,828,176	\$ 353,344	\$ 2,181,520
2025-2026	\$ 1,901,303	\$ 363,944	\$ 2,265,247

**ATTACHMENTS**

Attachment 1 – Master Services Agreement

**STAFF COMMENTS AND RECOMMENDATIONS**

The positive relationship between the Boise City Police Department and Boise State University has led to this five-year extension of the agreement of these

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partners. This extension provides continuity and stability for the University and its students and solidifies a long-standing, successful partnership.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into the Master Services Agreement with Boise City as proposed in Attachment 1.

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

**MASTER SERVICES AGREEMENT****BETWEEN BOISE CITY AND BOISE STATE UNIVERSITY**

This Master Services Agreement (hereinafter, the “Agreement”) is entered into on this \_\_\_\_\_ day of October, 2021, between the city of Boise City, an Idaho municipal corporation, by and through the Boise Police Department (“Boise City” or “BPD”), and Boise State University, a public institution of higher education, organized and existing under the Constitutional authority of the State Board of Education, acting as the Board of Trustees for Boise State University, and the laws of the State of Idaho, by and through the Department of Public Safety (“University”), (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, University desires to contract with Boise City for the performance of law enforcement functions and police services by BPD, as described herein; and

**WHEREAS**, Boise City is agreeable to rendering such services on the terms and conditions set forth herein, and agrees to provide law enforcement services at and for the benefit of the University, its students, faculty and staff, and those in the campus community; and

**WHEREAS**, the parties wish to state more fully their rights and responsibilities regarding such functions and services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Services.** Boise City will provide and perform such services described herein, with the standard of care and skill customarily provided in the performance of such services, upon the Main Campus of Boise State University and those University properties within the Area of Service defined below.
  - a. Boise City agrees to employ, furnish, and supply all necessary personnel, together with their equipment, supplies and supervision, records and record-keeping, vehicles, communication equipment, along with maintenance, and such other items as are reasonable, customary and necessary.

- b. Services will include, but not be limited to: the investigation and enforcement of state criminal and traffic laws, coordination of investigations and responses related to sexual assaults or other gender-based violence in a manner consistent with the law and this Agreement, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate, and the preservation of peace upon campus properties and within its buildings as set forth herein. Boise City will also provide certain non-law enforcement services, but directly related to the safety and security of the campus community, including but not limited to participation in University's Campus Assessment, Resource and Education ("CARE") Team related to threat assessments and behavioral intervention; participation in the University's Campus Safety Advisory Committee ("CSAC"), related to campus public safety issues generally, including but not limited to identifying training initiatives for campus security officers and/or BPD officers to bolster campus engagement, collaboration, transparency, and communication.
2. Area of Service. Boise City will provide the services upon the Boise State University Main Campus and within buildings at the Main Campus, shown by Exhibit A, along with University-owned, controlled or maintained buildings and properties which lie within the BPD jurisdiction areas, which properties will be updated from time to time and provided to the assigned Lieutenant. Calls for service that are for University properties not located on the Main Campus may be answered by the Patrol Division assigned to the area the properties are located in.
3. Law Enforcement Unit. The parties agree and intend to establish Boise Police Department (BPD) as a campus law enforcement unit in accordance with the definition of a law enforcement unit contained in 34 CFR § 99.8(a)(1)(i)-(ii). As such, BPD is a law enforcement unit made up of officers or officials authorized or designated by University to:
  - a. enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the agency or institution itself; and

- b. maintain the physical security and safety of the University, and its patrons, students, and employees.
4. Term. Unless sooner terminated as provided for herein, this Agreement shall be effective for a term of five (5) years and two (2) months starting on November 1, 2021 and expiring on December 31, 2026. Each new year for the purposes of this Agreement will begin on November 1, with Year 5 consisting of one (1) year and two (2) months.
5. Cancellation. Either party may cancel this Agreement for nonperformance, or inadequate or poor performance with ninety (90) days written notice. Any cancellation of this Agreement based upon inadequate or poor performance or service expectations not being met must be in good faith and any amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement rather than the date of notice of termination.
6. Consideration. University, in consideration of the functions and police services provided under the terms of this Agreement, will pay (in monthly installments) to the City the total annual sum set forth below. The first column represents Personnel Costs reimbursement to the City (with a 4% escalator annually). The second column represents reimbursement of Indirect Cost reimbursements to the City (with a 3% escalator annually) associated with the Boise Police unit assigned to Boise State University.

<u>Year #</u>	<u>Personnel</u>	<u>+</u>	<u>Indirects</u>	<u>=</u>	<u>Total Annual Payment</u>
Year One:	1,625,243	+	323,353	=	1,948,596
Year Two:	1,690,252	+	333,053	=	2,023,305
Year Three:	1,757,862	+	343,053	=	2,100,906
Year Four:	1,828,176	+	353,344	=	2,181,520
Year Five:	1,901,303	+	363,944	=	2,265,247

7. Additional Consideration.
- a. From time to time, University requires additional law enforcement presence at University or non-University events (those events held by outside individuals, corporations or agencies at which the outside entity or person requests additional BPD officer staffing or involvement) taking place at Main Campus venues or on other properties owned, managed or controlled by Boise State.

- b. University events are defined as those events held or sponsored by University officials, departments, or organizations, including student organizations, or those events for which the Department of Public Safety requests additional BPD staffing or involvement. Non-University events are defined as those events held by outside individuals, corporations or agencies at which the outside entity or person requests additional BPD officer staffing or involvement.
- c. For these events, Boise City will assign additional officers in uniform at a rate as follows:

YEAR	UNIVERSITY EVENT	NON-UNIVERSITY EVENT
Year One	\$64 per hour	\$72 per hour
Year Two	\$66 per hour	\$74 per hour
Year Three	\$68 per hour	\$76 per hour
Year Four	\$70 per hour	\$78 per hour
Year Five	\$72 per hour	\$80 per hour

8. Regulated Environment. Boise City is aware of University's reporting, investigation, record-keeping and compliance obligations and the measures undertaken pursuant to *Family Educational Rights and Privacy Act* ("FERPA") (20 U.S.C. § 1232g), the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* and its amendments within the *Higher Education Opportunity Act* (the "Clery Act"), *Title IX of the Education Amendments of 1972* (34 CFR Part 106) ("Title IX") and Section 304 of the *Violence Against Women Reauthorization Act of 2013* ("VAWA"), and as such, will aid and support University in meeting its obligations under these laws, as the same may be amended from time to time, including but not limited to providing access to or copies of LE Records necessary to meet its obligations.
9. Types of Records.
- a. Law Enforcement Records (LE Records) are:
- created by Boise City;
  - created for a law enforcement purpose; and
  - maintained by Boise City. See 34 CFR § 99.8(b)(1) LE Records.



- b. LE Records do not include records created and maintained by a law enforcement unit exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the Human Resources department or Dean of Students at University. See 34 CFR § 99.8(b)(2).
  - c. Education Records:
    - i. Are directly related to a student; and
    - ii. Are maintained by the University;
    - iii. Include but are not limited to grades, transcripts, class lists, student course schedules, student financial information, and student discipline files.
    - iv. May be held and maintained by the University in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, microfiche, and e-mail. See 34 CFR § 99.2.
10. Access to LE Records by University and Information Sharing.
- a. Recognizing the University responsibility to respond promptly and effectively to protect the campus community from and investigate hate crimes, violent crimes, or crimes of gender based or sexual violence, and the University's urgent need to receive information that affects the campus students, faculty, and staff safety, Boise City will disclose LE Records, information and investigatory records to University officials as soon as practicable and under confidential stamp. In instances where immediate sharing of records is not possible, Boise City will actively and promptly communicate with University Public Safety or Title IX officials to ensure the safety of the campus community, including, if known, the name and description of the victim and perpetrator, a description of the incident, including location and date and time, and any DR or other report number assigned to the police incident report documenting the investigation being conducted. Pending the release of records, the Lieutenant or his/her designee assigned to the University will verbally communicate with the Associate Vice President of the Department of Public Safety (or his/her designee) or the University Title IX Representative with as much information as is possible to aid and support the University in its investigation.
  - b. Routing for Screening Decisions. LE Records, DRs, or other reports that contain evidence meeting the elements of hate crimes, violent crimes, and crimes of gender based or sexual violence alleged to have occurred on the Main Campus or

University-owned, controlled or maintained buildings and properties within the Boise Police jurisdiction areas will be routed to the Ada County Prosecuting Attorney's Office, Boise City Attorney's Office, or other special prosecutor as assigned, for a charging or "screening" decision unless the relevant prosecuting agency has been consulted and has indicated otherwise.

- c. LE Records. LE Records related to University business, regardless of format, will be freely shared with the University and may be utilized for any lawful purpose, including but not limited to Title IX, Clery Act, Student Conduct, or Human Resource disciplinary proceedings, but will not be released by the University to any outside party, nor will LE Records created and maintained by Boise City be held by the University as a record of the University. LE Records are not records belonging to the University and must be requested by the public through the Boise Police Department. Boise City is the custodian of LE Records produced by City personnel and any persons requesting LE Records will be referred to City to submit a public record request.
11. Access to Education Records by BPD and Information Sharing.
- a. BPD officers and staff assigned to University:
    - i. perform an essential institutional service and function for which the University would otherwise use employees;
    - ii. are designated as "school officials;"
    - iii. possess a "legitimate educational interest" in student educational records. See 34 CFR § 99.31(a)(1)(i)(B); and
    - iv. may view or have access to student education records in order to perform their professional duties, subject to certain limitations.
    - v. Limitations.
      - 1. FERPA still applies to the student education records and information from those records. BPD officers and employees, with whom Education Records and information from Education Records are shared, are employees are subject to:
        - a. FERPA's redisclosure requirements in 34 CFR § 99.33(a);
        - b. FERPA's consent requirements in 34 CFR § 99.31;

- c. Are under the direct control of the University with respect to the use and maintenance of the Education Records; and
  - d. Meeting the criteria established by the University's annual notification of FERPA rights, as required by 34 CFR § 99.7 in order to maintain designation as school officials with a legitimate educational interest.
- 2. BPD officers participating in the CARE Team functions may only use Personally Identifiable Information (PII) from Education Records to conduct threat assessments. For the sake of clarity and the avoidance of doubt, a BPD officer serving on the CARE Team may not share any PII with BPD from a student's education records to which he or she was privy to as a member of the CARE Team.
- 3. A BPD officer may disclose PII from a student's education records, on behalf of the University, to appropriate officials where a CARE Team determination finds that a health or safety emergency exists. See §§ 99.31(a)(10) and 99.36.
- vi. By allowing BPD officers, as school officials, to have appropriate access to a student's Education Records, BPD and University can work cooperatively to detect warning signs and determine whether a particular student poses a risk or a threat to him/herself and/or the campus community. To allow this communication to occur, both BPD and University must comply with the confidentiality requirements of FERPA for education records as set forth above.
- 12. Independence and Performance of Duties. BPD personnel are employees of Boise City, and are not the employees of University. Nothing in this Agreement shall be deemed or construed to: (i) create a partnership, joint venture, or employer-employee relationship between University and Boise City personnel; or (ii) constitute or authorize BPD or Boise City employees, officers, or agents acting as University employees, officers or agents. Boise City is retained by the University only for the purposes and to the extent set forth in this Agreement, and Boise City's relationship to the University shall during the term of this Agreement be that of an independent contractor. Boise City employees shall not be considered as having an employee status or as being entitled to

- participate in any plan, arrangements, or distributions by the University pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees. Boise City shall be responsible for the payment of any taxes due, if any, on any monies received from University. Except as provided below and herein, Boise City reserves the right to determine the deployment and dispatch method(s) for officers performing duties under this Agreement in the direction of, and carrying out of their work, and the manner in which the services described in this Agreement shall be provided.
- a. The parties agree that deployment of services will be accomplished by foot, bicycle, and/or vehicle patrols.
  - b. Required Staffing Levels will be determined by the parties and will be set forth in a Standard Operating Procedure.
  - c. Dispatch personnel employed by Boise City will provide support services in parallel fashion to Public Safety officials and BPD alike.
13. Controlling Procedures. The procedures of Boise City personnel will be governed by the Boise Police Policy Manual (“Manual”) except as specifically set forth in this Agreement. Where University procedure directly conflicts with the procedures set forth in the Manual, the provisions of the Manual shall prevail. The Associate Vice President for Public Safety (or his/her designee) will be consulted regarding Boise Police Standard Operating Procedures (SOPs) that mutually affect BPD and University or Public Safety officers and officials.
  14. Open Dialogue. Boise City will maintain an open dialogue with University and exchange information regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated herein. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, the Associate Vice President for Public Safety (or his/her designee) and the assigned Lieutenant or his/her designee will ensure information sharing occurs as quickly and as often as the situation will allow for, given the constraints that may exist.
  15. Clery Act Requirements. Pursuant to the Clery Act, each Boise City officer is considered a “Campus Security Authority,” meaning each has a responsibility for campus security and has a duty to follow Clery Act requirements, including but not

- limited to: maintaining the daily log, providing appropriate information for timely warnings or emergency notifications, completing the appropriate Clery Act paperwork when crimes are reported to them, and completing Clery Act training provided by the University. BPD is the primary law enforcement agency to which University would refer crimes to be investigated and reported. As such, Boise City will be required to provide annual Clery Act statistics for the Annual Security Report. Boise City will have the primary responsibility to ensure the accuracy of the crime log, as well as ensuring it is available in accordance with this Agreement and Clery Act requirements. Clery Act training and education for officers specially assigned to the University or who may be deployed to the University for replacement or backfill will be determined by the University Clery Compliance Officer, in consultation with the assigned Lieutenant.
16. Title IX Requirements. Boise City will ensure that officers who are regularly assigned to work on the Main Campus or within the Area of Service, as well as personnel who may be assigned to provide support, including replacement or backfill for University-assigned officers, are aware of their responsibilities under Title IX of the Education Amendments of 1972 and Section 304 of the Violence Against Women Reauthorization Act of 2013 and ensure compliance under these federal acts. Boise City personnel assigned to the University will complete an annual Title IX training module provided by the University.
  17. Peace Officer Standards and Training and Personnel. Boise City will utilize P.O.S.T.-certified officers in meeting its obligations under this Agreement. Six (6) officers will be assigned to the University in addition to one (1) Lieutenant and four and two-tenths (4.2) Police Admin Specialists. Boise City agrees to consult with the University in the scheduling of personnel. Appropriate University Public Safety officials will be consulted in the selection process of any BPD officer or dispatcher being considered for a new assignment to the University. Boise City retains its discretion to make officer assignments to University; provided, however, that BPD agrees to consult with the Associate Vice President for Public Safety (or his/her designee) in the selection and placement of BPD officers on assignment to the University.
  18. Backfill and Replacement. BPD reserves the right to assign officers from different units to the University campus. However, BPD may give preferred assignment for extra

shifts to regularly assigned University officers to ensure consistency of the operational philosophy of BPD and University. All non-University officers with a temporary work assignment at University will be required to complete training related to University BPD Unit operating procedures.

19. Assigned BPD Lieutenant. Taking into consideration the operational needs of BPD, the Lieutenant assigned to the University Unit will be considered for a rotational position every four years. Absent budgetary constraints, a newly assigned Lieutenant will be trained and transitioned into the University assignment by the departing Lieutenant for a period no less than four weeks. The Lieutenant assigned to manage the University Unit will participate as a member of University's:
  - a. Campus Assessment, Resource and Education ("CARE") Team. As a member of the CARE Team, and within Boise City budgetary constraints, the Lieutenant will maintain an ATAP membership and will attend appropriate training sessions and conferences to maintain a competency in the best practices for the threat assessment.
  - b. Campus Safety Advisory Committee ("CSAC"), a committee yet to be formed in order to:
    - i. bolster community engagement, collaboration, transparency and communication with the campus community representatives to be selected by the Office of the President, and
    - ii. heighten campus community awareness regarding the University's hybrid model of campus safety.
20. Contract Management and Administration; Problem Solving. BPD and Public Safety will each designate an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of University employees and the employees of BPD.
  - a. For the City and BPD, the administrator shall be the person serving in the Lieutenant position.
  - b. For the University, the administrator shall be the Associate Vice President for Public Safety (or his/her designee).
  - c. Each party agrees to provide its full cooperation and assistance to the other, so as to facilitate the performance of this Agreement. Matters of dispute shall be resolved through good faith negotiations within the Chain of Command, and whenever

possible, in a face-to-face meeting or series of meetings. Where those persons cannot resolve a disputed matter to their mutual satisfaction, they will be joined in the resolution process by their immediate superiors, the COD Captain for Boise City, and the Vice President of University Affairs for the University. Where the matter remains in dispute, and without a satisfactory resolution, the parties may, if both parties are in agreement that mediation is necessary, seek to mediate the dispute through a shared cost mediation process.

21. Key Personnel. Key Personnel consists of the Lieutenant position and the Police Admin Specialist(s). Boise City shall not substitute Key Personnel to the performance of this Agreement without consultation with the Associate Vice President for Public Safety (or his/her designee), which consultation shall require the express consent of the University, which may be withheld in its reasonable discretion.
22. BPD Officers Assigned to Boise State. Boise City and the University will consult with each other to ensure that the BPD officers who are regularly assigned to the University are well-suited to the assignments. In reaching toward that important goal, the Associate Vice President for Public Safety (or his/her designee) shall be a required participant in the selection process for BPD officers to be assigned to the University, including participation in BPD officer selection boards.
23. Assignments or Substitutions. Boise City shall not assign or substitute any BPD personnel involved in the performance of this Agreement without consulting the Associate Vice President for Public Safety. BPD will prioritize the preferences of the University in personnel assignments; however, personnel assignments for BPD officers who are not Key Personnel remain in the sole discretion of BPD.
  - i. Boise City personnel positions at Boise State may not languish unfilled. Unless otherwise agreed to by the parties, any anticipated or unanticipated absence of more than 30 days shall require the unfilled personnel position(s) to be replaced with a candidate chosen in consultation with the University who has received training necessary to serve in the University law enforcement position. In the event that a position must be filled for public safety needs but the officer has not received that necessary training, the training will be scheduled at the earliest possible opportunity.

24. Training. In addition to University-specific training (e.g. Clery Act, Title IX), the University may provide or recommend supplemental training for personnel assigned to provide services on the Main Campus or within the Area of Service. Any supplemental training must be approved by the assigned Lieutenant, in consultation with BPD's Training, Education, and Development Division (TEDD), to ensure that it does not conflict with BPD's standardized officer training program.
25. Service Hours. Boise City will provide the services, staffing and operation as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.
26. Police Admin Specialist Hours and Training. Boise City will provide Police Admin Specialist personnel at the Campus Substation as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.
  - a. Individual shift scheduling of Police Admin Specialists shall be at the discretion of Boise City; provided, however, that the Campus Substation office hours of staffing and operation shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.
  - b. Training for Police Admin Specialists will be determined by the assigned Lieutenant, in consultation with the Associate Vice President for Public Safety (or his/her designee). The Associate Vice President for Public Safety (or his/her designee) will assign a liaison to the assigned Lieutenant and Police Admin Specialists to ensure the needs of the University are met.
27. University Policies. The University may from time to time adopt policies governing the conduct of students and other persons present on the Main Campus or upon University properties in the Area of Service. To the extent that violation of University policies also constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, Boise City will take the appropriate law enforcement actions as Boise City determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, Boise City is not required to take any law enforcement action and may leave the enforcement of policies to the University.
28. Vehicles, Equipment, Facilities. All vehicles, equipment, and facilities are and shall be owned and maintained by the purchasing party.



- a. Vehicles. City, at its sole cost and expense, shall provide, maintain and repair appropriate vehicles as may be reasonably required to perform any of the duties assigned hereunder. Boise City agrees at a minimum to provide:
  - i. two (2) suitable patrol vehicles equipped with appropriate law enforcement equipment, such as lights, sirens, approved weapons and radio; and
  - ii. one (1) unmarked patrol vehicle, as well as any law enforcement equipment approved to be carried by the officers.
- b. Equipment.
  - i. City. Boise City shall, at its sole cost and expense, provide to its officers all equipment required or necessary to perform their duties, including uniforms, badges and other accoutrements, weapons, manuals, report forms, and such other equipment and materials as Boise City routinely issues to its police officers and upon the terms in the Collective Labor Agreement. All equipment provided by the Boise City (or provided by the police officers at their expense) shall remain the property of the City (or the police officer, as the case may be). Additionally, as part of the Agreement price, Boise City agrees to provide computers and printer equipment for BPD as part of its law enforcement and campus policing purposes.
  - ii. University. University shall, at its sole cost and expense, provide such other specialized equipment as it shall require for police officers assigned to University, if any. Such University-supplied equipment shall remain the property of University, to be returned at the conclusion of the assignment. Any such specialized equipment will be identified and inventoried as such, with the City signing acknowledgment of receipt of such equipment and returning the same as soon as the equipment is no longer needed by Boise City. Any equipment belonging to University may only be used in connection with the service provided herein and may not be removed from the Main Campus of the University without the authorization of the Associate Vice President for Public Safety (or his/her designee), unless necessary to assist a Boise City officer or Public Safety officer in providing emergency response and assistance. Cost of repairs related to abusive

damage to University-provided equipment, caused by the City, will be the responsibility of the City.

c. Facilities.

- i. University. University hereby grants to City a revocable license to occupy and utilize certain office space (“Non-leased Space”) upon the Main Campus of University or at other locations on University property in order to perform the Police Services. The Non-Leased Space shall be rent free but occupancy shall be pursuant to and conditioned upon the terms and conditions set forth in Exhibit B (attached hereto and incorporated herein). Additionally, City shall enter into a lease for any facility utilized by the City for purposes outside of the Police Services provided hereunder.
- ii. University shall provide office space, furniture, and equipment, including but not limited to: telephones, computers/monitors/printers for the BPD dispatch center, and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.
- iii. University will provide four (4) reserved parking stalls for BPD vehicles and substation employees. Curb parking for marked police vehicles will be located in front of the substation. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional parking for BPD personnel will be managed consistent with University Department of Public Safety policy and practice.
- iv. Boise City will pay University for parking and use of any private vehicles for officers or other employees, using parking rates and rules applicable to University employees.

29. Indemnification.

- a. To the extent permitted by Idaho law, City shall indemnify, defend, and hold harmless University, its officers, agents, and employees from any and all liability, loss, damage or claims, of any description, which results directly or indirectly from the negligent acts or omissions or other tortious conduct of City, its officers, agents or employees in performing the services and duties described in this Agreement except those which arise out of the negligent acts or omissions or other tortious conduct of University, its officers, agents, and employees. Such indemnification

and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. In no event will the indemnification provisions herein alter or waive the protections afforded and/or defenses that may be available to the City under the Idaho Tort Claims Act, including any defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

- b. To the extent permitted by Idaho law, University shall defend, indemnify, and hold City, its officers, agents, and employees harmless from any and all liability, loss, damage or claims, of any description, which results directly or indirectly from the negligent acts or omissions or other tortious conduct of University, its officers, agents or employees in performing the duties described in this Agreement, except those which arise out of the negligent acts or omissions or other tortious conduct of City, its officers, agents, and employees. Such indemnification and defense shall be limited to only those claims, and only to the extent that, University itself could be liable under state and federal statutes, regulations, common law, and other law. In no event will the indemnification provisions herein alter or waive the protections afforded and/or defenses that may be available to the University under the Idaho Tort Claims Act, including any defenses, burdens of proof, immunities, and limitations on damages to which University would be entitled if the claims were asserted against University.
  - c. Nothing herein shall be deemed to constitute a waiver by City or University of any privilege, protection, or immunity otherwise afforded to it under the Idaho Constitution, or other applicable law. Nothing contained herein shall be deemed a waiver of University's sovereign immunity, which is hereby expressly retained.
30. Insurance. City will, at its sole cost and expense, procure and maintain throughout the term of this Agreement:
- a. Commercial general liability insurance with limits not less than \$500,000.00 as is required by the Idaho Tort Claims Act with combined property damage and bodily injury liability, including blanket contractual and personal injury liability;
  - b. Automobile liability, including property damage and bodily injury with combined limits of not less than \$500,000.00; and

- c. Worker's compensation insurance in amounts as required by statute, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Agreement.
31. Use of Marks or Logos. Except as authorized by the Associate Vice President for Public Safety (or his/her designee), in consultation with the Office of Trademark and Licensing, BPD shall not, prior to, in the course of, or after performance under this Agreement, use University's name or marks, including but not limited to its logos, in any advertising, badging, promotional media or vehicle wraps. Likewise, unless University is authorized by the Chief of Police, it shall not use BPD's or the City's name, marks, or logos in any advertising, badging, promotional media or vehicle wraps.
  32. Entire Agreement. This Agreement constitutes the entire Agreement of the parties, and shall supersede all prior agreements, oral or written, between the parties, on the subject matter. Any conflicts or inconsistencies shall be resolved through a meeting between the administrators for the parties.
  33. Anti-Discrimination/Equal Employment Opportunity. Acceptance of this Agreement binds the City to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that 'No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.' In addition, 'No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance' (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. Sections 621, *et seq.*, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The City shall comply with pertinent amendments to such laws made

during the term of the Agreement and with all federal and state rules and regulations implementing such laws.

34. Default; Notice and Opportunity to Cure; Notice of Termination. Where performance has been deemed, in the sole discretion of either party to this agreement, to be substandard, or does not meet the service levels or expectations of either party, or Key Personnel or BPD officers do not meet the expectation of the University, then either party may choose to notify the other with reasonable specificity, of the deficiency, or the failure to meet expectations, or the Key Personnel issues requiring resolve. Upon receipt of the notice, the party shall be provided a thirty-day period of time to communicate with the other party to seek clarity and cure or adjust its performance or Key Personnel in accordance with expectations. If, at the conclusion of such thirty-day period, the notifying party is not satisfied with the other party's efforts to cure or adjust performance, then the notifying party shall issue a second notice, a notice of cancellation or termination, which shall be effective sixty (60) days following receipt of the notice of cancellation. Amounts due under this Agreement shall be calculated through the actual date of cancellation or termination of this Agreement on a *pro rata* basis rather than the date of notice.
35. Appropriation by Legislature Required. University is a government entity, and this Agreement shall in no way or manner be construed so as to bind or obligate it or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. University reserves the right to terminate this Agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for University to continue such payments, or if the Executive Branch mandates any cuts or hold backs in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease thirty (30) calendar days after notice to BPD. Amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement on a *pro rata* basis rather than the date of notice of termination.
36. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand-delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other.

BOISE STATE UNIVERSITY

Alicia Estey  
VP of University Affairs  
Boise State University  
1910 University Drive  
Boise, Idaho 83725  
Phone: (208) 426-1417

BOISE POLICE DEPARTMENT

Chief Ryan Lee  
Chief of Police  
Boise City Police Department  
333 N. Mark Stall Place  
Boise, Idaho 83704  
Phone: (208) 570-6000

37. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.
38. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
39. Attorney Fees. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.
40. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.
41. Amendment. No amendment, alteration, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.
42. Counterparts. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an "original" for all purposes.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

**DATED this \_\_\_\_ day of October, 2021.**

**BOISE CITY**

**BOISE STATE UNIVERSITY**

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**Ryan Lee**  
**Chief of Police**

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**Mark Heil**  
**CFO & Vice Pres., Finance & Admin.**

**BOISE CITY MAYOR**

**ATTEST:**

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**Lauren McLean**

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**Boise City Clerk**

**EXHIBIT A – Depiction of Main Campus**



**EXHIBIT B**  
**TERMS AND CONDITIONS**

Occupancy of any Non-Leased Space shall be subject to the following terms and conditions:

No expansion of the utilized space will be allowed without the express written consent of the University.

All Non-Leased Space shall be utilized only for the purposes described in the Agreement as of the date of this Agreement and for no other purposes without the express written consent of the University.

University reserves the right to relocate BPD to other suitable and comparable Main Campus space to the extent the Non-Leased Space is required for other educational or University operational purposes. Prior to initiating any relocation, the University will review functionality and any response time concerns with BPD.

BPD will keep and maintain the Non-Leased Space in a neat, clean and orderly condition.

City will not operate the Non-Leased Space in such a fashion as to incur extraordinary utility costs and will use best practice efforts to minimize lighting and HVAC utility costs.

BPD shall comply with all present and future laws and regulations relating to regulated materials, including hazardous materials and agrees to abide by the Environmental Regulations of the University. BPD shall not use or store Hazardous Materials upon or within the Non-Leased Space and shall not dispose of any Hazardous Materials upon surrounding lands or waters.

BPD shall not make any improvements or do any other construction work on the Non-Leased Space or alter, modify, or make additions, improvements, or major repairs to the Non-Leased Space or install any fixtures or personal property therein or thereto without the prior written permission of the University.

Cost of repairs related to abusive damage to Non-Leased Space caused by BPD will be the responsibility of the City.

There shall be no assignment or subletting of the Non-Leased Space.

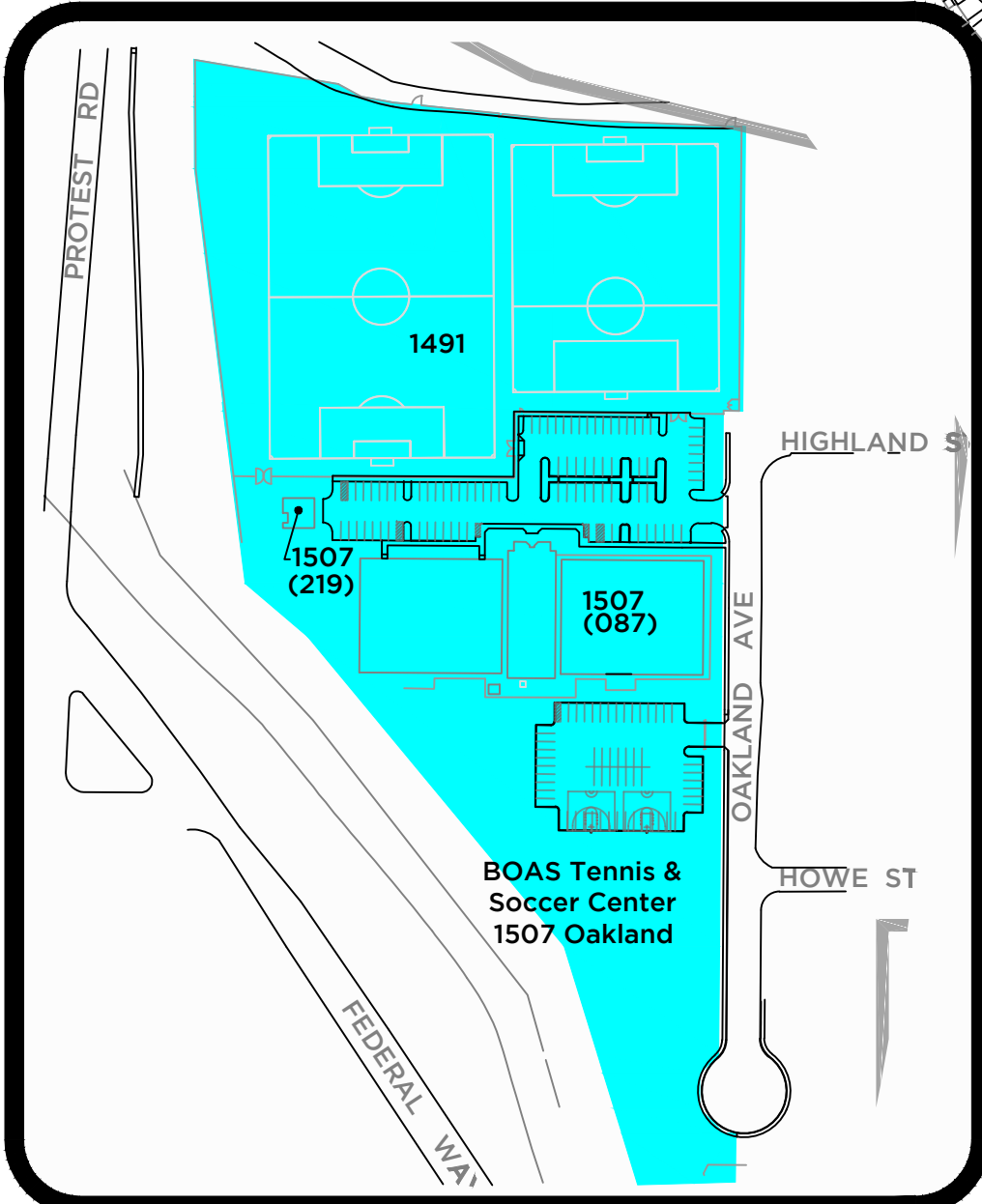
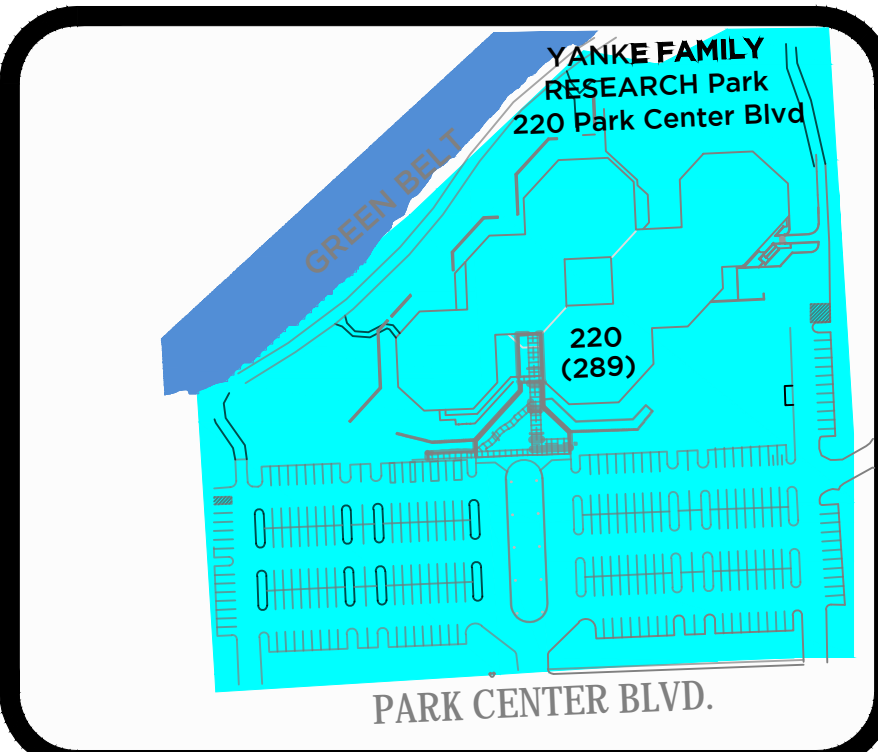
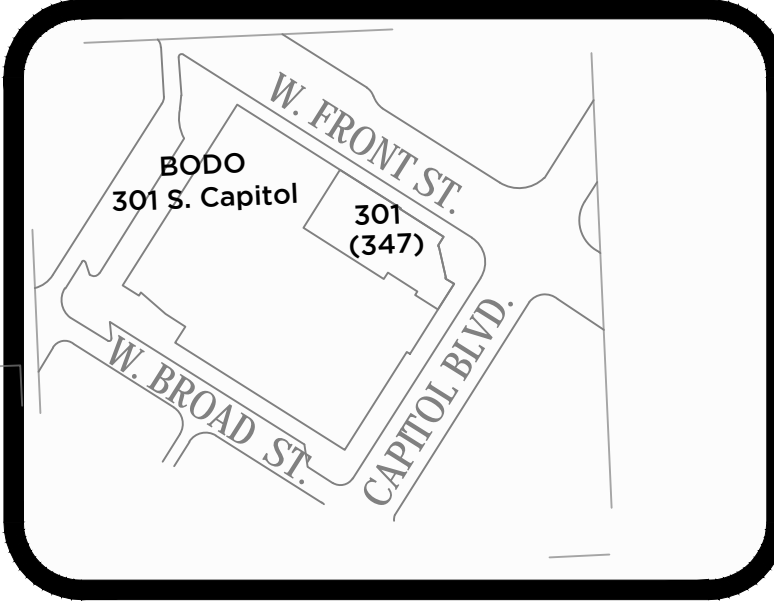
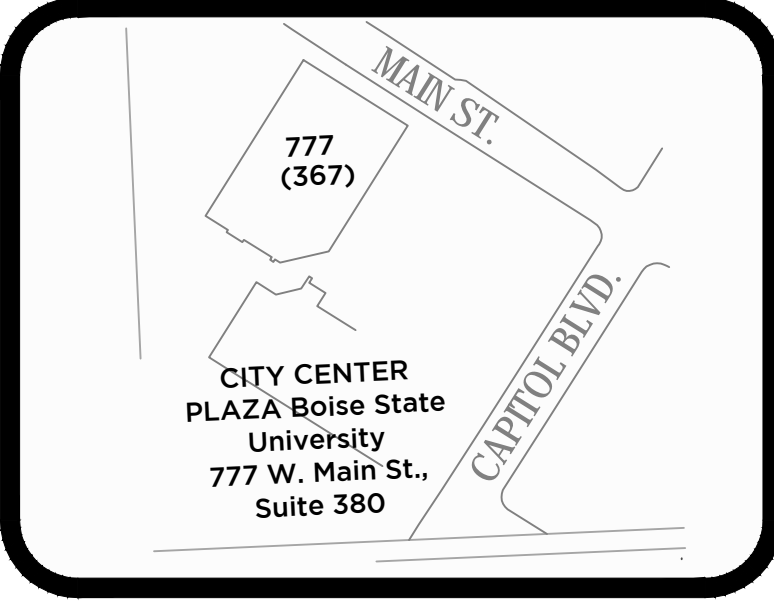
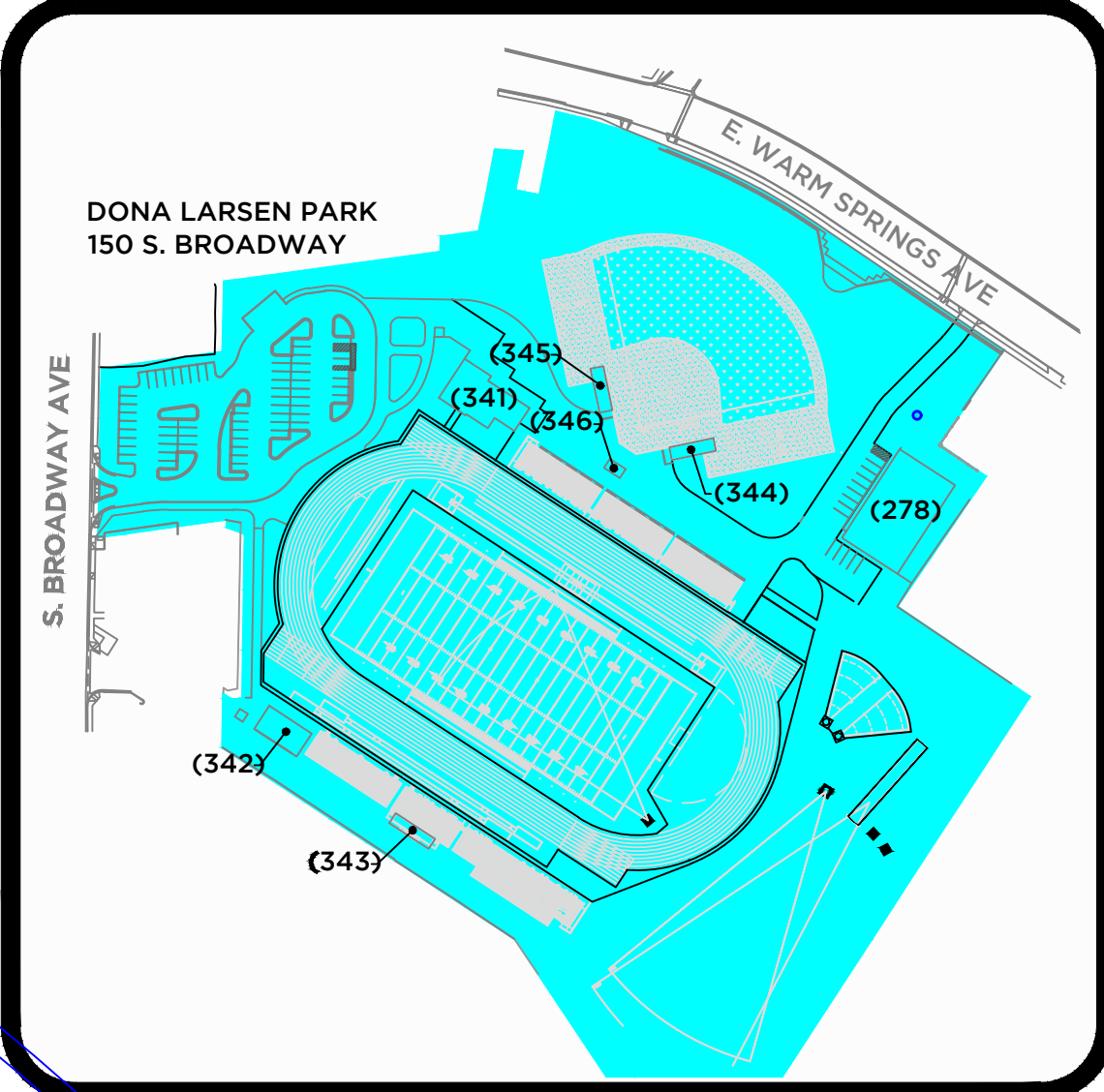
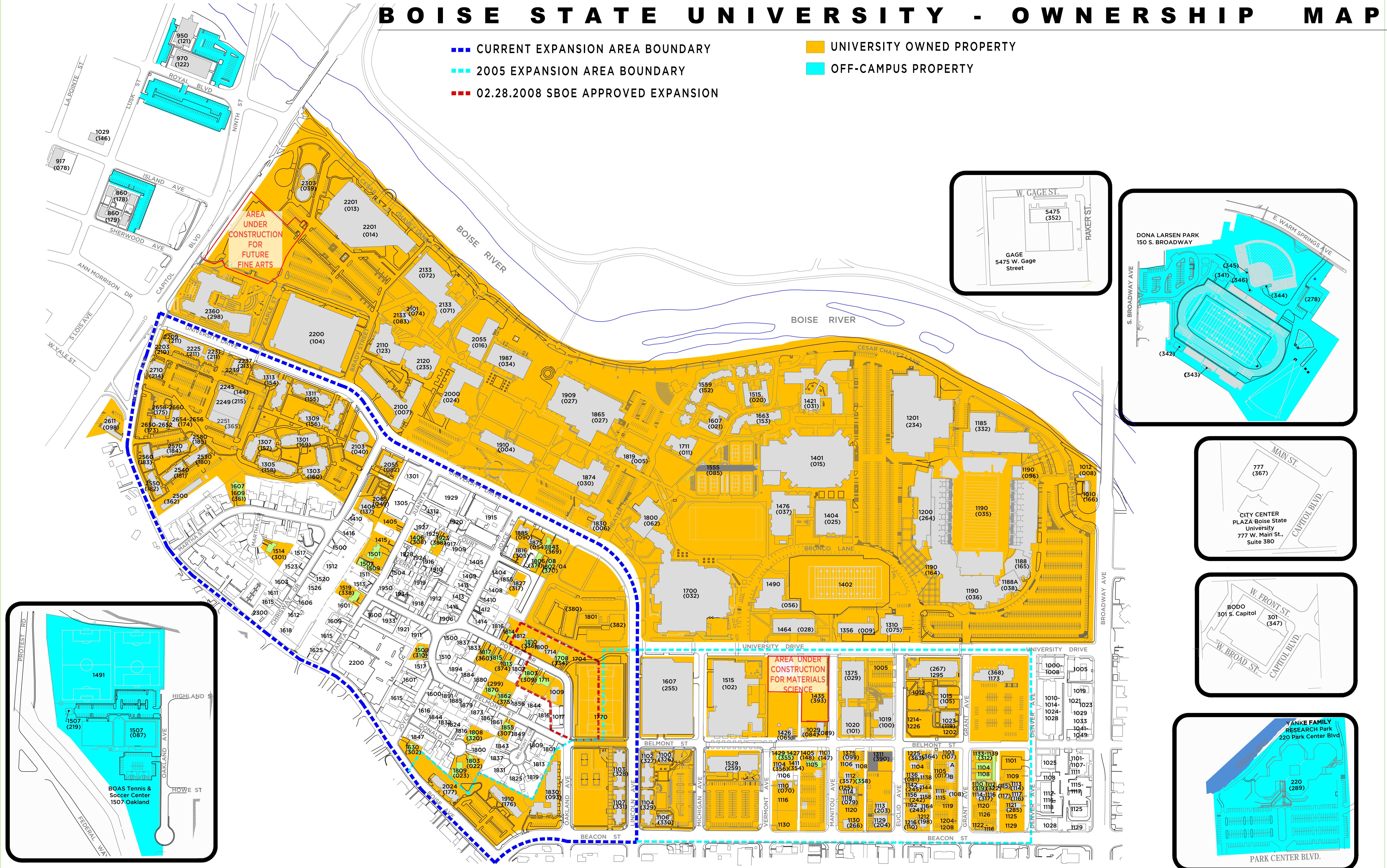
Any right to occupancy will terminate commensurate with the termination or expiration of this Agreement.



# BOISE STATE UNIVERSITY - OWNERSHIP MAP

- CURRENT EXPANSION AREA BOUNDARY
- 2005 EXPANSION AREA BOUNDARY
- 02.28.2008 SBOE APPROVED EXPANSION

- UNIVERSITY OWNED PROPERTY
- OFF-CAMPUS PROPERTY





**UNIVERSITY OF IDAHO**

**SUBJECT**

Schlumberger gift – Academic License for Petrel Software

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.E.5  
Idaho Code § 47-201

**BACKGROUND/DISCUSSION**

The Idaho Geological Survey (IGS) is a state agency administered as a special program by the University of Idaho (UI) per Idaho Code § 47-201. Schlumberger Technology Corporation (“Schlumberger”) is a global technological company that specializes in oil, gas and mineral sciences. Schlumberger has offered to renew a donation of highly technical and specialized software to UI for the use and benefit of IGS.

The donation is a renewal of a long-standing academic license for a suite of industry grade software known as “Petrel” and associated modules. The original donation was initiated several years ago by a former IGS director to foster the Oil and Gas program at IGS. The software allows for analytical interpretation of various datasets related to subsurface geology with a focus on oil and gas data.

Schlumberger values the total software donation at \$12,882,241.80, with no expense incurred by UI or IGS. The UI’s Director of Office of Technology Transfer signed a form accepting the donation on June 28, 2021, not realizing that since the value of this donation exceeds \$500,000 the acceptance of the gift must be approved by the Board of Regents, per Board Policy V.E.5.

**IMPACT**

Neither UI nor IGS incurs any costs by accepting the Schlumberger donation.

The Petrel software and its associated modules, is industry standard and highly specialized. The software will be used primarily for academic research. The use of the software will significantly enhance the UI’s and IGS’s academic and research mission, and better enable the IGS to fulfill its statutory mission as the state’s lead agency for the collection, interpretation, and dissemination of geological and mineral data for the state of Idaho.

**ATTACHMENTS**

Attachment 1 – Schlumberger Quote 1-1RI8KS9 Revision 1 UI Software Renewal

**STAFF COMMENTS AND RECOMMENDATIONS**

The donation proposed by Schlumberger provides the University with enhanced access to geological services at no cost. The software provides greater

**CONSENT**  
**OCTOBER 20, 2021**

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opportunity for student research and allows the University of Idaho to continue the use of this valuable software. Staff recommends approval.

**BOARD ACTION**

I move to authorize the University of Idaho to accept the Petrel software donation as set forth in the attached documents, and to authorize the University of Idaho Vice-President for Research and Economic Development, or designee, to execute and ratify the necessary documents to accept the donation in substantial conformity to the documents attached to this motion.

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

**Quote****1-1R18KS9 Revision 1**

University of Idaho Software Renewal (June 2021)  
Offer Valid 6/21/2021 To 7/21/2021

**Company**

Schlumberger Technology Corporation  
5599 San Felipe, Suite 100  
Houston, TX 77056-2722  
USA

**Company Contact**

Taegire Akpotaire  
TAkpotaire@exchange.slb.com

**Customer**

UNIVERSITY OF IDAHO  
P.O. Box 443022  
MOSCOW, ID  
83844-3022

**Shipping Address**

elabombarda@uidaho.edu  
UNIVERSITY OF IDAHO  
P.O. Box 443022  
MOSCOW, ID  
83844-3022

**Pricing Schedule**

Part Number	Description	Unit Price	Quantity	Total Unit Price	Total Net Price	Ref.	Months
ACCS-B1-UNIV	Combined Core System	82,151.00	5	410,755.00	0.00	C	
ARSA-B1-UNIV	Petrel Guru	8,191.00	5	40,955.00	0.00	C	
APVW-B1-UNIV	Data and Results Viewer	31,299.00	5	156,495.00	0.00	C	
ASVI-B1-UNIV	Seismic Interpretation	20,262.00	5	101,310.00	0.00	C	
ASWT-B1-UNIV	Seismic Well Tie	9,210.00	5	46,050.00	0.00	C	
AMAT-B1-UNIV	Multitrace attributes	22,931.00	5	114,655.00	0.00	C	
AASI-B1-UNIV	Structural Interpretation	36,473.00	5	182,365.00	0.00	C	
AKON-B1-UNIV	Petrel Quantitative Interpretation	48,006.00	5	240,030.00	0.00	C	
ASVR-B1-UNIV	Seismic Volume Rendering and Extraction	20,905.00	5	104,525.00	0.00	C	
ASCS-B1-UNIV	Seismic Sampling	8,106.00	5	40,530.00	0.00	C	
AGDC-B1-UNIV	Domain Conversion	10,132.00	5	50,660.00	0.00	C	
AWCR-B1-UNIV	Well Correlation	10,132.00	5	50,660.00	0.00	C	
APSQ-B1-UNIV	Exploration Geology	23,445.00	5	117,225.00	0.00	C	
ASFA-B1-UNIV	Structural and Fault Analysis	15,156.00	5	75,780.00	0.00	C	
AFMD-B1-UNIV	Facies Modeling	20,262.00	5	101,310.00	0.00	C	
APHM-B1-UNIV	Petrophysical Modeling	24,314.00	5	121,570.00	0.00	C	
AFRD-B1-UNIV	Discrete Fracture Modeling	25,119.00	5	125,595.00	0.00	C	
AAGR-B1-UNIV	Advanced Gridding and Upscaling	20,262.00	5	101,310.00	0.00	C	
AWLP-B1-UNIV	Production Interpretation	0.00	5	0.00	0.00	C	
APFS-B1-UNIV	FrontSim Locked	38,497.00	5	192,485.00	0.00	C	



## Quote

## 1-1R18KS9 Revision 1

University of Idaho Software Renewal (June 2021)  
Offer Valid 6/21/2021 To 7/21/2021

Part Number	Description	Unit Price	Quantity	Total Unit Price	Total Net Price	Ref.	Months
ARGM-B1-UNIV	Petrel Geomechanics	17,035.00	5	85,175.00	0.00	C	
ACAP-B1-UNIV	Petrel Combined HMA and PFO	34,413.00	5	172,065.00	0.00	C	
AHMA-B1-UNIV	History Match Analysis	10,132.00	5	50,660.00	0.00	C	
ARSM-B1-UNIV	Production Forecasting Optimization	24,281.00	5	121,405.00	0.00	C	
AWPD-B1-UNIV	Trajectory Planning	19,257.00	5	96,285.00	0.00	C	
AUCP-B1-UNIV	Shale Suite	14,313.00	5	71,565.00	0.00	C	
ADAS-B1-UNIV	Data Analysis	10,132.00	5	50,660.00	0.00	C	
AECL-B1-UNIV	Classification and Estimation	20,262.00	5	101,310.00	0.00	C	
AMSA-B1-UNIV	Uncertainty	15,156.00	5	75,780.00	0.00	C	
ASIM-B1-UNIV	Surface Imaging (Satellite Images)	8,106.00	5	40,530.00	0.00	C	
AVGC-V1-UNIV	VISAGE Geomechanics Simulator	88,583.00	5	442,915.00	0.00	C	
WPM1-W1-UNIV	PetroMod - PetroMod 1D	15,337.00	5	76,685.00	0.00	C	
W2DB-W1-UNIV	PetroMod 2D Core	86,078.00	5	430,390.00	0.00	C	
W3DB-W1-UNIV	PetroMod 3D Core	110,333.00	5	551,665.00	0.00	C	
W2DA-W1-UNIV	PetroMod 2D Advanced Migration	82,982.00	5	414,910.00	0.00	C	
W3DA-W1-UNIV	PetroMod 3D Advanced Migration	114,529.00	5	572,645.00	0.00	C	
WSGE-W1-UNIV	PetroMod Structural Geology	73,381.00	5	366,905.00	0.00	C	
WPFR-W1-UNIV	PetroMod Fluid Risk	47,320.00	5	236,600.00	0.00	C	
WSRG-W1-UNIV	PetroMod Advanced Geochemistry	22,631.00	5	113,155.00	0.00	C	
WPUC-W1-UNIV	PetroMod Uncertainty	56,921.00	5	284,605.00	0.00	C	
WPPP-W1-UNIV	PM_Parallel (per CPU-core)	9,391.00	5	46,955.00	0.00	C	
WPOS-W1-UNIV	PETROMOD OPEN SIMULATOR	34,290.00	5	171,450.00	0.00	C	
WPI2-W1-UNIV	PetroMod Model Builder 2D	12,521.00	5	62,605.00	0.00	C	
WP12-W1-UNIV	PM2D_Multi-1D PressureTemperature	7,825.00	5	39,125.00	0.00	C	
WP2P-W1-UNIV	PM2D_Full-2D PressureTemperature	29,735.00	5	148,675.00	0.00	C	
WP2C-W1-UNIV	PM2D_2-Component	6,260.00	5	31,300.00	0.00	C	
WP2M-W1-UNIV	PM2D_Multi-Component	20,346.00	5	101,730.00	0.00	C	
WP2F-W1-UNIV	PM2D_Flowpath	9,391.00	5	46,955.00	0.00	C	
WP2N-W1-UNIV	PM2D_Invasion Percolation	29,735.00	5	148,675.00	0.00	C	
WP2Y-W1-UNIV	PM2D_Hybrid	53,247.00	5	266,235.00	0.00	C	
WPI3-W1-UNIV	PetroMod Model Builder 3D	15,650.00	5	78,250.00	0.00	C	
WP13-W1-UNIV	PM3D_Multi-1D PressureTemperature	10,955.00	5	54,775.00	0.00	C	
WP3P-W1-UNIV	PM3D_Full-3D PressureTemperature	41,472.00	5	207,360.00	0.00	C	
WP3C-W1-UNIV	PM3D_2-Component	6,260.00	5	31,300.00	0.00	C	
WP3M-W1-UNIV	PM3D_Multi-Component	23,475.00	5	117,375.00	0.00	C	
WP3F-W1-UNIV	PM3D_Flowpath	12,521.00	5	62,605.00	0.00	C	
WP3N-W1-UNIV	PM3D_Invasion Percolation	39,124.00	5	195,620.00	0.00	C	
WP3Y-W1-UNIV	PM3D_Hybrid	75,404.00	5	377,020.00	0.00	C	
ATLB-G1-UNIV	Techlog BASE	32,083.00	5	160,415.00	0.00	C	
PTAO-G1-UNIV	TECHLOG ALL-IN-ONE WIRELINE SUITE	31,750.00	5	158,750.00	0.00	C	



## Quote

## 1-1R18KS9 Revision 1

University of Idaho Software Renewal (June 2021)  
Offer Valid 6/21/2021 To 7/21/2021

Part Number	Description	Unit Price	Quantity	Total Unit Price	Total Net Price	Ref.	Months
PPPS-G1-UNIV	PETROPHYSICS SUITE	12,700.00	5	63,500.00	0.00	C	
PWLU-G1-UNIV	UNCONVENTIONAL RESERVOIRS SUITE	12,700.00	5	63,500.00	0.00	C	
PNMS-G1-UNIV	NMR SUITE	12,700.00	5	63,500.00	0.00	C	
PABG-G1-UNIV	ADVANCED BOREHOLE GEOLOGY SUITE	12,700.00	5	63,500.00	0.00	C	
PFOR-G1-UNIV	Formation Testing Suite	12,700.00	5	63,500.00	0.00	C	
PIAP-G1-UNIV	Wellbore Integrity Suite	12,700.00	5	63,500.00	0.00	C	
ATDP-G1-UNIV	TechData Plus	14,085.00	5	70,425.00	0.00	C	
ATPY-G1-UNIV	Techlog Python	23,475.00	5	117,375.00	0.00	C	
ATST-G1-UNIV	TechStat	14,085.00	5	70,425.00	0.00	C	
ATDV-G1-UNIV	Advanced Plotting	19,202.00	5	96,010.00	0.00	C	
ATRT-G1-UNIV	Techlog Real Time	23,475.00	5	117,375.00	0.00	C	
ATQT-G1-UNIV	Quanti	14,085.00	5	70,425.00	0.00	C	
ATQM-G1-UNIV	Quanti.Elan	39,124.00	5	195,620.00	0.00	C	
ATCR-G1-UNIV	TechCore	28,171.00	5	140,855.00	0.00	C	
ATPS-G1-UNIV	Ipsom	18,780.00	5	93,900.00	0.00	C	
ATKM-G1-UNIV	K.mod	18,780.00	5	93,900.00	0.00	C	
ATGP-G1-UNIV	Geophy	18,780.00	5	93,900.00	0.00	C	
ATBM-G1-UNIV	Wellbore Imaging	43,554.00	5	217,770.00	0.00	C	
AT3P-G1-UNIV	Pore Pressure Prediction	14,085.00	5	70,425.00	0.00	C	
ATFP-G1-UNIV	FPress	23,475.00	5	117,375.00	0.00	C	
ATNM-G1-UNIV	NMR	18,780.00	5	93,900.00	0.00	C	
ATTB-G1-UNIV	Thin-Bed Analysis	23,475.00	5	117,375.00	0.00	C	
ATFC-G1-UNIV	Fluid Contact	20,346.00	5	101,730.00	0.00	C	
ATSM-G1-UNIV	Saturation-Height Modelling	23,475.00	5	117,375.00	0.00	C	
ATAC-G1-UNIV	Acoustics	36,762.00	5	183,810.00	0.00	C	
ATMM-G1-UNIV	Wellbore Stability	31,299.00	5	156,495.00	0.00	C	
AT3B-G1-UNIV	3DP - Petrophysics for High Angle and Horizontal Wells	43,554.00	5	217,770.00	0.00	C	
AT3D-G1-UNIV	Techlog 3DP SLB Forward Models	0.00	5	0.00	0.00	C	
ATLK-G1-UNIV	SLB Tool Lock	0.00	5	0.00	0.00	C	
ATUN-G1-UNIV	Unconventionals	28,790.00	5	143,950.00	0.00	C	
ATPN-G1-UNIV	Cased Hole	14,085.00	5	70,425.00	0.00	C	
ATFM-G1-UNIV	Field Map	15,650.00	5	78,250.00	0.00	C	
ACPI-G1-UNIV	Cement and Pipe Integrity	24,133.00	5	120,665.00	0.00	C	
PLOG-G1-UNIV	PRODUCTION LOGGING	12,700.00	5	63,500.00	0.00	C	
ATCB-G1-UNIV	CoreDB	39,124.00	5	195,620.00	0.00	C	
ATTA-G1-UNIV	Techlog C Data API	7,825.00	5	39,125.00	0.00	C	
							Net Total: USD 0.00

Grand Total: USD 0.00

**Quote****1-1R18KS9 Revision 1**University of Idaho Software Renewal (June 2021)  
Offer Valid 6/21/2021 To 7/21/2021**REFERENCE**

- A. LICENSED OR LEASED (MAINTENANCE COMPULSORY FOR 12 MONTHS)
- B. RENTED (MAINTENANCE INCLUDED THROUGHOUT)
- C. TEMPORARY LICENSE (NO MAINTENANCE)
- D. PRE-COMMERCIAL (NO MAINTENANCE)
- E. THIRD PARTY LICENSE
- F. SERVICE

**Terms and Conditions**

This is a Quotation which contains indemnity provisions and warranty exclusions, please read it carefully. Upon execution of this Quotation by both parties Company agrees to provide, and Customer agrees to pay the fees, for the software products, services, and/or hardware set out in the Pricing Schedule in this Quotation. The fees indicated in this Quotation are valid until the validity date shown at the top right of the Quotation. If there are existing terms and conditions signed between the parties for software, services or equipment and it is referenced in this Quotation, the parties agree to be bound by that agreement; otherwise the parties agree to be bound by the terms and conditions attached to this Quotation and, if applicable, any additions or changes thereto set out in this Quotation. Terms and conditions on any Customer purchase order or other document are not valid unless included in this Quotation or otherwise explicitly accepted in writing by Company.

**Attached Terms and Conditions**

EXTERNAL PLUG-IN TERMS AND CONDITIONS

**Additional/Amended Terms and Conditions**

TOTAL SOFTWARE DONATION VALUE TO UNIVERSITY OF IDAHO - IDAHO GEOLOGICAL SURVEY

TOTAL DONATION VALUE IN USD: \$ 12,882,241.80

CONTRACT ID: 1-1R18KS9

LICENSES WILL BE ISSUED AS A " ONE-YEAR RIGHT TO USE "





## Quote

## 1-1R18KS9 Revision 1

University of Idaho Software Renewal (June 2021)  
Offer Valid 6/21/2021 To 7/21/2021

## General Comments

TO ENSURE PROPER PROCESSING OF YOUR ORDER PLEASE PROVIDE OR VERIFY THE FOLLOWING INFORMATION.

Host ID and/or Hardware Key #: 2-2922347, 2-2922354, 2-2922357, 2-2922381, 2-2922549, & 989096D5B76C

City & Region Host ID resides in: Boise, Idaho, USA

Software Version: DBV

University 1st Line of Software Support:

Name: Eric LaBombarda

Title: IT & Facilities Manager

Email Address: elabombarda@uidaho.edu

Phone Number: (208)364-4089

License Deliver To Email address: cberti@uidaho.edu

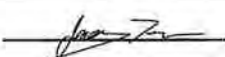
Note: All license keys required for the products and/or services listed on this quotation/contract will be delivered to the above email address.

## Customer Authorization

I represent that I have signatory authority of the Customer to accept all terms and conditions listed within this contract.

Name: Jeremy Tamsen

Title: Director, Office of Technology Transfer

Signature:  Digitally signed by Jeremy Tamsen (tamsen@uidaho.edu)  
Date: 2021.06.28 14:09:29 -07'00'

Date: June 28, 2021

## Schlumberger Authorization

Company's Authorized Signatory

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

Title: \_\_\_\_\_

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

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



**TERMS AND CONDITIONS FOR SOFTWARE USE AND MAINTENANCE, SUPPORT PORTAL, AND REMOTE SUPPORT  
FOR UNITED STATES PUBLICLY FUNDED EDUCATIONAL INSTITUTIONS**

These terms and conditions together with a Quotation executed by both Parties form an agreement between the Parties (the "Agreement").

**1. Definitions**

- 1.1. **Affiliate:** any legal entity controlling, controlled by or under common control with an entity, where "control" is defined as the legal or beneficial ownership of more than fifty percent (50%) of the voting rights at the assembly of owners of such entity, or in the case of a foreign domiciled affiliate where the prevailing law of the foreign country prohibits majority ownership by a foreign parent organization, an ownership interest by such entity which reflects the maximum controlling interest allowable under the laws of such foreign country, or such other relationship as, in fact, constitutes actual control.
- 1.2. **Agreement:** these terms and conditions together with a Quotation executed by both parties plus the terms and conditions applicable to additional optional elements included in the Quotation.
- 1.3. **Amendment:** any addendum, modification or supplement to the Agreement signed by the authorised representatives of both Parties.
- 1.4. **Authorized User:** Customer's students, faculty, and information technology personnel: (a) who are authorized by the Customer to access and/or use the Software; (b) who are the Customer's students, faculty, and/or employees at the time the Software is accessed and/or used by such person; and (c) that the Customer will effectively control and ensure compliance with the terms of the Agreement.
- 1.5. **Business Day(s):** the standard days of business excluding official local and national holidays in the country of deployment.
- 1.6. **Business Hours:** the standard open hours for business during Business Days.
- 1.7. **Concurrent User(s):** the number of individual Authorized Users with a right to access and/or use the Software at the same time. The maximum number of Concurrent Users allowed to access and/or use the Software at any time may not exceed the number of units of the Software in the Quotation. One unit is required for each instance of Software run at any time.
- 1.8. **Confidential Information:** non-public and proprietary information, including: Software, information related to third party vendors that Schlumberger works with to provide the Software and/or Support Portal, information related to any security vulnerabilities of the Software and/or Support Portal, and information about Schlumberger's and its Affiliates' products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:
  - 1.8.1. at the time of the disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of the Agreement, act, or omission by the recipient or any of the recipient's representatives;
  - 1.8.2. at the time of the disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by any legal, fiduciary, or contractual obligation;
  - 1.8.3. was known by or in the possession of the recipient, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party pursuant to the Agreement;
  - 1.8.4. was or is independently developed by recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information; or
  - 1.8.5. that the parties have entered into the Agreement.
- 1.9. **Customer:** the United States publicly funded educational institution indicated in the Quotation.
- 1.10. **Customer Liaison:** means an Authorized User who is a point of contact appointed by the Customer that is a full time staff member of Customer (e.g., full professor, senior manager, etc.) and will function as the liaison between the Customer and Schlumberger concerning the Agreement, Software, and Maintenance matters.
- 1.11. **Delivery:** for Software, unless otherwise specified in the Quotation, means the day when the Software's authorization key is made available for download by Customer. Delivery for Maintenance will be deemed to occur simultaneously with the Delivery of the Software for which it is obtained or on the renewal date.
- 1.12. **Documentation:** specifications, manuals, handbooks, maintenance libraries, and other publications or media in whatever form supplied or made available to Customer or to which Customer has been given access to in connection with the Software.
- 1.13. **Embedded Software:** third party software included as part of the Software.
- 1.14. **Geographic Unit:** limited to the specific country identified in the Quotation.
- 1.15. **Group:** Affiliates, contractors, subcontractors of any tier, co-interest owners, joint venturers, co-lessees, invitees and their Affiliates, shareholders, directors, officers, employees, agents, consultants and servants.

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- 1.16. **Intellectual Property:** all trademarks or trade names (whether common-law or registered), logos, icons, patents, mask works, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software, Maintenance, Services and Support Portal.
- 1.17. **Interpretations:** (i) processing, review, and analysis of data; (ii) the making of models, workflows, and estimates; (iii) descriptions of data, wells, and reservoirs; and (iv) any other explanation, evaluation, recommendation, or description provided to Customer under the Agreement.
- 1.18. **Maintenance:** maintenance and support services for the Software provided by Schlumberger.
- 1.19. **Maintenance Term:** the period of maintenance set out in the Quotation.
- 1.20. **Party:** Schlumberger or Customer; “Parties” means Schlumberger and Customer.
- 1.21. **Personal Data:** any information submitted by Customer and/or Authorized User that is directly or indirectly related to an identified or identifiable natural person and that is processed to provide the Online Services to the Customer.
- 1.22. **Personal Data Breach:** an accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with this Agreement.
- 1.23. **Quotation:** Schlumberger’s contract form listing the Software to be used by Customer and/or any Maintenance and any optional elements selected by Customer.
- 1.24. **Remote Support:** certain support services provided via remote access.
- 1.25. **Rented/Rental Licence:** a licence to use the Software subject to payment of the periodic fees set out in the Quotation.
- 1.26. **Schlumberger:** the legal entity indicated in the Quotation, and its Affiliates, providing the Software and Support Portal.
- 1.27. **Security Incident:** any actual damage to the integrity or security of: (i) the Support Portal available to Customer or others; or (ii) the infrastructure or systems on which the Support Portal operate or rely upon. A Security Incident includes a Personal Data Breach and any other unlawful or unauthorized access to any data resulting in loss, disclosure, or alteration of the data.
- 1.28. **Software:** the Schlumberger software identified in the Quotation, including, where Customer is entitled to Maintenance, new releases, updates, patches, bug fixes, enhancements and other modifications and where applicable, application software, systems software, Embedded Software, microcode and firmware, and, where included, Documentation related thereto. Software also includes any Schlumberger plug-ins listed in a Quotation. Software does not include external software (including plug-ins) licensed by a third party owner under separate terms.
- 1.29. **Support Portal:** the Schlumberger website made accessible to the Customer Liaison(s) where Customer can report certain maintenance issues and access other content, tools, and other services (e.g., discussion forums) , as available, including information and support related software.
- 1.30. **Term:** the time period the Customer is granted access and/or use of the Software and/or Maintenance in the Agreement as specified in the Quotation. If the Quotation states that the term is perpetual, that must be interpreted to mean no greater than three (3) years.

## 2. License Grant and Scope of Use

- 2.1. Schlumberger grants to the Customer a non-exclusive, non-assignable, non-transferable, limited term, right to access and use the Software, Support Portal, and Remote Support during the Term of the Agreement solely by Authorized Users for permitted uses in Section 2.2 (Permitted Use) within the Geographic Unit on a Concurrent User basis.
- 2.2. Permitted Use. Customer and Authorized Users’ access and/or use the Software, Support Portal, and Remote Support must be consistent with this Agreement, with such access and/or use only by: (a) Customer’s faculty to provide instruction to Customer’s students for the purpose of classroom instruction; (b) Customer’s students while enrolled in Customer provided educational courses where the student is receiving instruction from Customer’s faculty and the Software and/or Support Portal is relevant to the delivered instruction; (c) Customer’s faculty and/or students for non-commercial and non-profit academic research projects; and/or (d) Customer’s information technology personnel for purposes of providing Customer’s faculty and/or students information technology services to facilitate access and/or by the Customer’s faculty and/or students use of the Software and/or Support Portal.

## 3. Customer Obligations and Limitations on Use

- 3.1. Customer must notify Schlumberger in writing the identity up to two (2) Customer Liaison(s) each calendar year and ensure that Schlumberger has the Customer Liaison(s) contact information up to date at all times;
- 3.2. Customer must procure, maintain, and secure the computing resources, network connections, and telecommunications it uses to access and/or use the Software, Support Portal, and/or Remote Support.
- 3.3. Customer must permit Schlumberger to conduct a site assessment of Customer’s facilities before Software delivery to confirm the appropriate facilities and computer hardware;

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- 3.4. Customer must retain qualified domain experts for each Software domain licensed under the Agreement (for example, Geology, Petrophysics, Geophysics, and Reservoir Engineering);
- 3.5. Customer must retain qualified information technology personnel who will support the facilities and computer hardware hosting the Software;
- 3.6. Customer must ensure Authorized Users', including the Customer Liaison, compliance with the Agreement;
- 3.7. Customer and its Authorized Users must systematically back-up all applications and data files stored in or utilized by the Software in accordance with industry standards, to protect against the loss of Customer's data. Customer is entirely responsible for the integrity of its data.
- 3.8. If Schlumberger is provided with Customer data, Customer and the relevant Authorized Users must only provide Schlumberger with copies of Customer data for which it has the legal and contractual right to do so, and agrees that Customer and the relevant Authorized Users must retain all originals and/or backup copies of all Customer data provided.
- 3.9. Customer must promptly notify Schlumberger, and maintain as confidential any information about: (i) a possible Security Incident caused by the act or omission of Customer and/or an Authorized User; (ii) any security vulnerability of the Software and/or Support Portal of which Customer and/or an Authorized User become aware; and/or (iii) suspected misuse of the Software and/or Support Portal by Customer and/or an Authorized User
- 3.10. The Software provided to Customer may contain certain features (such as premium modules), the access to and/or use of which is not covered in the Agreement unless specifically licensed by Customer and for which additional fees are applicable. Customer and its Authorized Users must not attempt to disable or hinder any security functionality protecting such features.
- 3.11. If Customer or any of its Authorized Users is or becomes a denied party or otherwise subject to any sanctions legislation, then Customer must notify Schlumberger and must take reasonable steps to suspend Authorized Users's access and use of the Software, Support Portal, and Remote Support.
- 3.12. No copies of the Software, including Documentation, is permitted unless authorized by Schlumberger. If any authorized Software copies are made, then those copies must retain all Intellectual Property rights notices. If the Software is installed on a virtual machine, Customer and its Authorized Users must not to duplicate or make copies of the license file in order to run more copies of the Software than the Customer has licensed and is entitled to run.
- 3.13. **Prohibited Use.** All access and/or use of the Software, Support Portal, and/or Remote Support not expressly permitted in Section 2.2 (Permitted Use) is prohibited, including doing or assisting another in doing any of the following:
  - 3.13.1. performing consulting services, research, or other services for third parties;
  - 3.13.2. any purpose where the Customer receives any direct or indirect benefit from third parties using the Software or the outputs generated by the Software, whether commercial, financial, or otherwise;
  - 3.13.3. using the Software or outputs generated by the Software for government funded purposes where the government could claim any interest in the Software;
  - 3.13.4. exporting and/or facilitating the access and/or use of the Software outside the Geographical Unit;
  - 3.13.5. permitting anyone who is not an Authorized User to access and/or use the Software, Support Portal, and/or Remote Support;
  - 3.13.6. publishing or displaying the Software and/or Support Portal in any manner except as provided herein;
  - 3.13.7. accessing or using the Software and/or Support Portal in any manner contrary to the Documentation;
  - 3.13.8. accessing or using the Software and/or Support Portal to aid in the development of the science, technology, or product content of another software product similar in function or capability to a commercially available Schlumberger software product without Schlumberger's express written consent;
  - 3.13.9. reverse engineering, decompiling, or disassembling the Software and/or Support Portal;
  - 3.13.10. performing a benchmark or performance analysis of the any version of the Software and/or Support Portal;
  - 3.13.11. developing or creating illegitimate versions, modifications, improvements, and/or derivative works of the Software without Schlumberger's prior written approval unless such are made using properly licensed Schlumberger software specifically designed for such purpose;
  - 3.13.12. introducing into Support Portal or otherwise providing to Schlumberger any third party data and/or software or using the Software and/or Support Portal in any manner that could impose on Schlumberger and terms associated with third party software that require any portion of the Software and/or Support Portal to be disclosed, licensed, or redistributed to any third party;
  - 3.13.13. violating the rights of others (including other Schlumberger's customers or subcontractors using the services);
  - 3.13.14. to stalk, harass, threaten or harm another;

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- 3.13.15. to pretend to be any person or entity they are not;
- 3.13.16. to post, send, transmit or otherwise make available any unsolicited communication or any communication that may be libellous, defamatory, disparaging, pornographic, obscene, or otherwise illegal;
- 3.13.17. to plan or engage in any illegal or infringing activity, including activity intended to cause harm to another;
- 3.13.18. to gather or store Personal Data of any other user or customer of the Software and/or Support Portal;
- 3.13.19. to gain or try to gain unauthorized access to or disrupt any service, device, data, account or network;
- 3.13.20. to distribute malicious software; or otherwise in a way that could harm the Software and/or Support Portal, or impair anyone else's use of same

**4. General Payment Terms**

- 4.1. Customer must notify Schlumberger in writing, within five (5) days from the entry into effect of the Agreement, of all pre-requisites and information that Schlumberger must provide with or include in an invoice in order to enable Customer to acknowledge and settle the invoice (e.g. legal entity, billing address, purchase order number, pro forma invoice, etc.). If there are any additional or any other specific information that must be provided with or included in an invoice following delivery of the Software, Customer must, within five (5) days of such delivery, notify Schlumberger of any such additional or specific information. If Customer fails to notify Schlumberger as prescribed above, the following will apply:
  - 4.1.1. an invoice supported by reasonable evidence of delivery of the Software will be deemed a valid invoice, and Customer will be considered to have waived its right to reject or refuse to acknowledge such valid invoice on any ground other than failure to deliver the Software or Maintenance; and
  - 4.1.2. the payment terms and remedies for nonpayment set forth in this Agreement will apply to any such invoice. New or varied invoice pre-requisites or requirements will not take effect and will not become binding upon Schlumberger unless and until they are duly notified to and agreed by Schlumberger in writing prior to the issuance of the invoice.

**5. Payment and Disputes**

- 5.1. Payment Terms. Unless otherwise agreed in a Quotation: (a) Customer will pay Schlumberger's published list price for Software, Support Portal, and Remote Support; and (b) Customer will pay all invoices issued under an Agreement within thirty (30) days of the invoice date in United States currency. If the amount due in the Quotation is zero dollars (\$0.00), then the amount normally due will be deemed donated to the Customer such that payment will be deemed to have been received upon formation of the Agreement.
- 5.2. Invoice Dispute. If Customer disputes any portion of an invoice in good faith, Customer must: (a) pay the undisputed portion of the invoice; (b) notify Schlumberger of the basis for the dispute and the specific items disputed (along with all supporting evidence) and; (c) provide a proposed resolution. Customer must not set off or withhold payments due for one billing period against a disputed invoice.
- 5.3. Late Payment Interest. Unpaid invoiced amounts will begin to accrue interest thirty (30) days after payment is due. Interest will accrue at the maximum amount permitted by law, unless another rate is provided in the applicable Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees Schlumberger may incur in collecting any unpaid fees.
- 5.4. Discount Cancellation. Schlumberger reserves the right to rescind any discounts provided in the Agreement if Customer fails to pay an undisputed portion of an invoice when due or Schlumberger prevails in a dispute resolution process regarding any portion of a disputed invoice. If such discount is rescinded by Schlumberger, Customer must pay Schlumberger the amounts owed for the Software and/or Support Services had the discount never been provided.

**6. Term, Suspension, and Termination**

- 6.1. Customer's and its Authorized Users' right to access and/or use the Software, Support Portal, and Remote Support begins on delivery of the Software to Customer and, unless otherwise terminated, expires at the end of the Term.
- 6.2. Customer will be in material breach for failure to meet its payment obligations and breaches of Section 3.13 (Prohibited Use) and/or 11.2 (Customer Security Obligations).
- 6.3. If Customer believes Schlumberger has breached this Agreement, Customer agrees to provide written notice to Schlumberger setting out the alleged default. If Schlumberger fails to cure an undisputed default within the thirty (30) day period, Customer may terminate the agreement. Any action brought against Schlumberger under this Agreement must be brought within twelve (12) months after the cause of action arises.
- 6.4. Schlumberger may suspend or terminate the Agreement, access rights, and/or use rights to the Software, Support Portal, and or Remote Support as Customer will be in breach of the Agreement for: (a) any breach or violation of Section 9.3 (Forum/Chat Room Conduct Guidelines), Section 12 (Compliance with Laws and Export Regulations), Section 14 (Schlumberger Proprietary Rights), Section 15 (Confidentiality), Section 16.1 (Mutual Representations and Warranties), Section 16.3 (Customer Representations and Warranties); (b) for failure to pay any amounts invoiced by Schlumberger, which have not been disputed by Customer in good faith and which are more than thirty (30) days overdue; (c) upon Customer becoming subject to a change of control; or (d) unless otherwise expressly agreed in the Agreement, upon violation of any prohibited use in Section 3.16 (Prohibited Use).

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- 6.5. If Customer and/or any Authorized User is or becomes a denied party or otherwise the subject to any sanctions legislation that, in Schlumberger's reasonable opinion, restricts or prohibits Customer's and/or Authorized Users' access to or use of the Software, Support Portal, and/or Remote Support, such access will be immediately suspended. If legally permitted, Schlumberger will promptly notify Customer of any such suspension, data retention, or data deletion. Nothing herein shall restrict Schlumberger's ability to comply with any legal requirements relating to the retention or deletion of Customer data that may arise in connection with sanctions legislation.
- 6.6. In addition to the other remedies set out in an Agreement, a Party may immediately terminate this Agreement by written notice to the other Party if:
  - 6.6.1. the other Party commits a material breach of any term of the Agreement and fails to remedy the same within thirty (30) days of the date of the written notice of breach;
  - 6.6.2. the other Party suspends, or threatens to suspend, payment of its debts;
  - 6.6.3. the other Party is deemed insolvent, unable to pay its debts, or enters into any arrangement with its creditors (other than for the sole purpose of a solvent reorganization); or
  - 6.6.4. the other Party files a petition for or becomes subject to an order for winding up, bankruptcy, dissolution, an administrator or receiver is appointed, or anything of similar effect in any country.
- 6.7. Upon termination or expiration:
  - 6.7.1. Customer and its Authorized Users must: (a) discontinue all access and use of the Software, Support Portal, and Remote Support; and, (b) immediately remove, return or destroy, all copies of the Software and information obtained from the Support Portal and/or Remote Support; and
  - 6.7.2. any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiration will remain unaffected.

## 7. Customer Data

- 7.1. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of data that Customer and its Authorized Users provides to Schlumberger or makes available to Schlumberger, including through the Support Portal and/or Remote Support. Customer acknowledges that by providing Customer data to the Support Portal, third parties may be able to access and/or export the Customer data from the Support Portal.
- 7.2. Schlumberger may use Customer's and its Authorized Users' data to provide the Software, Support Portal, and Remote Support, and to secure and improve Schlumberger's products and services. Schlumberger may use information about Authorized Users' interaction with the Software, Support Portal, and/or Remote Support to provide the Software, Support Portal, and/or Remote Support, secure and improve Schlumberger's products and services, and comply with its third-party service provider's consumption reporting requests and requirements.
- 7.3. Schlumberger may use cloud computing service providers and other third party service providers in connection with the Software, Support Portal, and/or Remote Support. Schlumberger, the cloud computing service providers, or the third party service providers may transmit, maintain, and/or store Customer data using third party computers and equipment in locations around the world, including locations outside the country of operation or incorporation of Customer, or outside the country of origin of the Customer data. Customer may request Schlumberger to maintain and store Customer data in a specified location. Schlumberger shall endeavour to comply with such request, but will be under no obligation to do so.
- 7.4. If Schlumberger provides Customer with feedback or suggestions about Customer data, then Customer may use that information without obligation to Schlumberger, and Schlumberger hereby irrevocably assigns to Customer all right, title, and interest in that feedback or suggestions; however, Schlumberger retains all right, title, and interest in any feedback or suggestions related to development of, improvements to, or security enhancements to Schlumberger's products and/or services (including the Software and/or Support Portal).
- 7.5. Schlumberger reserves the right to modify, enhance or remove any feature or functionality of the Software, Support Portal, and/or Remote Support, or suspend or improve the Software, Support Portal, and/or Remote Support without the need for any consent from the Customer.

## 8. Maintenance.

- 8.1. Maintenance is included and includes new versions of the Software as it becomes available.
- 8.2. All Maintenance request must be submitted through the Support Portal and may only be submitted by a Customer Liaison. These requests may be referred to as a "Ticket". No more than six (6) Tickets may be submitted by a Customer Liaison in any calendar quarter (i.e., January through March; April through June; July through September; October through December). No Authorized User other than a Customer Liaison is permitted to support a Ticket.
- 8.3. All content submitted by Customer and/or its Authorized Users and posted on the Support Portal's public areas is non-confidential and may be accessible by third parties ("Public Content").

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- 8.4. Customer and its Authorized Users grants Schlumberger a perpetual, non-revocable, world-wide, non-exclusive, transferrable, assignable, license to exploit Public Content and anonymized Ticket information for any purpose.
- 8.5. If the Customer Liaison submits any proprietary datasets in connection with a Ticket, that dataset must be provided through use of Schlumberger's secure file transfer protocol area in the Support Portal (the "**Data Exchange**"), which will be deemed Customer's Confidential Information.
- 8.6. Error Corrections. Maintenance includes commercially reasonable efforts to correct reproducible failures in the Software that are reported by a Customer Liaison through the Support Portal, and only if Schlumberger deems the alleged failure to cause a substantially detrimental effect on the Software's performance.
- 8.7. All modifications made to the Software as part of Maintenance will be made available through the Schlumberger's software download center as part of future versions of the Software. Customer is responsible for the integration and implementation of any such modifications or updates and enhancements, including loading any applicable media in accordance with Schlumberger's instructions.
- 8.8. New versions, updates, and enhancements to the Software may not be compatible with previous Software versions and data may not function properly in a mixed version environment.
- 8.9. Exclusions from Maintenance.
  - 8.9.1. Customer will render void the Maintenance and Schlumberger will not be liable to Customer for any errors, losses, or damage resulting from modifications made to Software by Customer or any third party.
  - 8.9.2. Maintenance does not include application development, Software programming support, or step by step instructions for Software configuration above and beyond general usage questions.
  - 8.9.3. In addition to the above, Maintenance excludes the following: (a) problems resulting from Customer's fault or negligence; (b) problems that do not significantly impair or affect the operation of the Software; (c) problems resulting from hardware malfunction; (d) software not licensed by Schlumberger under the Agreement, including that which Schlumberger stops selling; and (e) installation of the Software on Customer's computer system or training on the use or benefits of the Software (such services may be purchased under a separate Services agreement).
  - 8.9.4. The Software is provided only for standard hardware platforms and operating systems as indicated in the Documentation. Customer is responsible for providing interfaces for non-standard devices, software, or custom applications.

## 9. Support Portal

- 9.1. The Support Portal contains electronic content, tools, and other services including discussion forums. Schlumberger may change or update information available through the Support Portal at any time, but makes no commitment to do so.
- 9.2. Support Portal Registration
  - 9.2.1. Authorized Users may be required to register before accessing portions of the Support Portal, which may require providing personally identifiable information ("**Registration**"). Customer will ensure all information provided for Registration will be true, accurate, current, and complete information.
  - 9.2.2. Authorized Persons: (i) will maintain only one active Registration at all times (iii) must keep their Registration current, including reflecting the country of residence and the country from where they access the Support Portal; (iv) keep their access credentials secret and prevent any other person accessing the Support Portal with their access credentials; and (v) promptly report suspected unauthorized access to the Support Portal by emailing Schlumberger at [customercarecenter@slb.com](mailto:customercarecenter@slb.com)
  - 9.2.3. Schlumberger may suspend or terminate a Registration and access to the Support Portal without prior notice if it discovers: (i) any information in the Registration is not true, accurate, current, or complete; or (ii) a violation of the Agreement.
- 9.3. Forum/Chat Room Conduct Guidelines
  - 9.3.1. Customer must notify its Authorized Users and enforce compliance with the conduct guidelines for accessing and using forums or chat rooms in the Support Portal.
  - 9.3.2. The forms and/or chat rooms must not be used (a) for or to promote illegal purposes (b) to transmit unlawful, harassing, invasive of another person's privacy, harmful, vulgar, obscene or otherwise objectionable content. Violation of Section 9.3 (Forum/Chat Room Conduct Guidelines) may result in removal of the posted content, termination of a Registration, legal action by Schlumberger and/or a third party, and/or Schlumberger's termination of the Agreement.
  - 9.3.3. Customer assumes the entire risk of use from using forums and/or the content contained therein, including harm to Customer's systems, environment, and/or data. Customer waives all rights against and liability from Schlumberger and its Affiliates for use of forums and/or the content contained therein. Customer should exercise all discretion before relying on any information in forums and/or messages, as the information may be incorrect or misleading.

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- 9.3.4. Customer and its Authorized Users are prohibited from violating or attempting to violate the security of this Support Portal, including without limitation:
  - 9.3.4.1. accessing data not intend for Customer or accessing or attempting to access a server or account the Customer is not authorized to access;
  - 9.3.4.2. performing any stress, vulnerability, penetration, availability, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Support Portal or introduce any virus or malicious software or similar into the Support Portal;
  - 9.3.4.3. sending unsolicited electronic mail or advertising to other users, including promotions or advertising of products or services
- 9.3.5. Violations of these security rules may result in civil or criminal liability. Schlumberger and its Affiliates have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
- 9.3.6. Customer agrees that neither it nor its Authorized Users will engage in any activity on the Support Portal which is in breach of any intellectual property rights.
- 9.3.7. Customer agrees that neither it nor its Authorized Users will collect or store personal data about other users.
- 9.4. Third Party Support Providers. Schlumberger may use third party service providers to provide or assist in providing the Support Portal.
- 9.5. Communications through Support Portal. Except for the Data Exchange, communications through the Support Portal are non-confidential.
- 9.6. SUPPORT PORTAL RELEASE AND WAIVER. IN ADDITION TO SECTION 18 (LIMITATIONS ON LIABILITIES AND REMEDIES), CUSTOMER AND ITS AUTHORIZED USERS RELEASE SCHLUMBERGER FROM AND WAIVE ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGE OF ANY KIND RELATED TO ACCESS TO, USE OF, AND/OR ANY CONTENT SUBMITTED TO THE SUPPORT PORTAL, INCLUDING THOSE RELATED TO: NEGLIGENCE; PRIVACY; ACCESS AND/OR USE OF THE SUPPORT PORTAL; TIMELINESS OF RESPONSES BY SCHLUMBERGER OR THIRD PARTIES TO TICKETS; AND/OR UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER SUBMISSIONS TO THE SUPPORT PORTAL.

### 10. Remote Support Use

- 10.1. While receiving support from Schlumberger related to a Ticket, a Customer Liaison may request Remote Support after all reasonable attempts to resolve a support issue have been exhausted through the Customer's and Authorized User's research on the internet and utilization of the Support Portal.
- 10.2. By requesting Remote Support:
  - 10.2.1. Customer and the relevant Authorized User must grant remote access to the relevant computers or other devices to Schlumberger, its Affiliates, and/or subcontractors (the "Support Team") for the purpose of providing Remote Support. Before granting such remote access, Customer and the relevant Authorized User are responsible for ensuring: (a) all data, applications, or other content is backed-up before granting remote access; (b) the relevant computer will not have any Confidential Information not otherwise subject to the Agreement displayed to the Support Team; (c) the relevant computer will be attended by the Customer Liaison and relevant Authorized User during the Remote Support session
  - 10.2.2. Customer and the relevant Authorized User grants the Support Team a world-wide, royalty-free, license to use, modify, publicly display, reproduce, and distribute content of all visual, written, or audible communications and any other material ("Remote Content") displayed, uploaded, exchanged, or transmitted as a result of providing the Remote Support for the limited purpose and to the extent necessary for providing the Remote Support.
  - 10.2.3. As part of the Remote Support session, Schlumberger may advise Customer and the relevant Authorized User on solutions to (a) certain features that are undesirable or (b) issues that have arisen due to third party products. Such advice must not be deemed as acknowledgement by Schlumberger that these issues or features constitute errors in Schlumberger's products or services.
  - 10.2.4. If Customer or its relevant Authorized User is granted access to other Schlumberger software ("Other Software") not subject to the Agreement for the purpose of the Remote Support, Customer agrees that the terms of the Agreement apply for the Other Software and rights in the Other Software terminate upon termination of the Remote Support session.
  - 10.2.5. Remote Support is provided with no warranty that the Customer and/or relevant Authorized User's support concerns will be resolved.
  - 10.2.6. The Support Team may not be physically located in the Geographic Unit.





## 11. Data Privacy and Security.

- 11.1. Schlumberger provides the Support Portal and Remote Support consistent with its Privacy Statement (<http://www.slb.com/about/privacy.aspx>), and all laws regarding Personal Data.
- 11.2. Customer Security Obligations. Neither Customer nor Authorized Users, nor anyone on their behalf, will perform any stress, vulnerability, penetration, availability, benchmark, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Software, Support Portal, and/or Remote Support, or introduce any virus or malicious software or similar into the Software, Support Portal, and/or Remote Support.

## 12. Compliance with Laws and Export Regulations

- 12.1. Customer and Authorized Users will comply with all laws and regulations applicable to the respective party related to the access and/or use of the Software, Support Portal, and/or Remote Support, including data transmission, storage, processing, privacy, data residency, import/export controls, and international sanctions.
  - 12.2. Customer has been licensed to use the Software, Support Portal, and/or Remote Support in the Geographical Unit. The exportation to or use in Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States, United Nations, European Union or similar trade sanctions/embargoes is prohibited. Customer shall comply with all applicable export control, trade sanctions and other foreign trade control laws, rules and regulations. Customer's use, export, transfer, assignment, or other movement of the Software or information from the Support Portal and/or Remote Support in violation of any requirements set forth in Section 12 (Compliance with Laws and Export Regulations) will result in the automatic termination of the Agreement, and all rights granted therein.
13. **Assignment.** No rights or obligations under the Agreement may be assigned or transferred by Customer in any manner, whether voluntary, by merger, operation of law, or otherwise without the other party's prior written agreement from Schlumberger. Schlumberger may assign its rights and obligations under the Agreement to any Schlumberger Affiliate or to any successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains.

## 14. Schlumberger Proprietary Rights.

- 14.1. All title, ownership, and right in and to the Software, Support Portal, Remote Support, and Intellectual Property rights embedded therein, as well as any modifications or derivative works of the Software, Support Portal, and/or Remote Support (even if created by Customer or by an Authorized User), and any media or infrastructure on which the Software, Support Portal, and/or Remote Support is provided, remain with Schlumberger and/or its licensors.
- 14.2. If Customer or its Authorized Users provides Schlumberger feedback or suggestions about the Software, Support Portal, and/or Remote Support, then Schlumberger may exploit that information without obligation to Customer or its Authorized Users; and Customer and its Authorized Users irrevocably assigns Schlumberger all rights, title, and interest in that feedback and/or those suggestions.
- 14.3. Except as expressly stated in Section 2 (License Grant and Scope of Use), this Agreement does not grant the Customer and/or its Authorized Users any rights to or in patents, know how, copyright, database right, trade secrets, Schlumberger's Confidential Information, trade names, trademarks (whether registered or unregistered), or any other rights or licenses to any portion of Schlumberger's products, or services.

## 15. Confidentiality.

- 15.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the Term of this Agreement, and for a period of five (5) years after the termination or expiry of the last agreement entered incorporating these terms and conditions or such terms substantially similar, using the same degree of care as it used to protect its own confidential information. In no event will the receiving party use less than a commercially reasonable degree of care.
- 15.2. If a third party requests Confidential Information from a receiving party pursuant to a legal requirement, the receiving party will do the following, if legally permitted:
  - 15.2.1. promptly notify the disclosing party of the request;
  - 15.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;
  - 15.2.3. inform the disclosing party of the Confidential Information provided to the third party; and
  - 15.2.4. endeavor to maintain the confidentiality of Confidential Information disclosed to the third party.
- 15.3. Communications through the Support Portal and/or Remote Support may be available to other parties. All information provided by Customer and/or its Authorized Users through the Support Portal and/or Remote Support will be deemed non-confidential; however, information provided by Schlumberger may be Confidential Information.

## 16. Representations and Warranties

- 16.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

# Schlumberger

- 16.1.1. if a legal person, the party is a validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of the party's incorporation or other organization;
- 16.1.2. the party has the full right, power and authority to enter into and perform the party's obligations and grant the rights, licenses, consents, and authorizations the party grants or is required to grant under the Agreement; and
- 16.1.3. the acceptance of the Agreement has been duly authorized by all necessary individuals, corporate, or organizational entities.
- 16.2. **Schlumberger Representation.** When Software contains Embedded Software, Schlumberger represents that it has the authority to license the Embedded Software belonging to Schlumberger's licensors to Customer.
- 16.3. **Customer Representation and Warranties.** Customer represents and warrants to Schlumberger that:
  - 16.3.1. all information about Customer and Authorized Users provided by Customer or Authorized Users is accurate will be kept current;
  - 16.3.2. Customer and/or Authorized Users are not barred from using the Software and/or Support Portal under the laws of the United States, United Kingdom, or any other applicable jurisdiction, including the countries Authorized Users (i) are citizens, (ii) reside, or (iii) access the Software and/or Support Portal;
  - 16.3.3. data provided by Customer and/or Authorized User via the Support Portal and/or Remote Support does not infringe any Intellectual Property right of any third party or violate any applicable laws, rules or regulations.
- 16.4. **DISCLAIMER OF WARRANTIES.** THE (A) SOFTWARE, (B) SUPPORT PORTAL, (C) REMOTE SUPPORT, (D) EXTERNAL SOFTWARE TO THE EXTENT SUCH IS PROVIDED, (E) ACCESS AND/OR USE OF THIRD PARTY SERVICES AND/OR CONTENT, TO THE EXTENT SUCH IS PROVIDED, IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES. EXCEPT AS AGREED ELSEWHERE IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SCHLUMBERGER DISCLAIMS AND EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE, REGULATIONS, DIRECTIVES, OR COMMON LAW, INCLUDING:
  - 16.4.1. ALL WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;
  - 16.4.2. THAT THE USE OR ACCESS TO THE SOFTWARE AND/OR EXTERNAL SOFTWARE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, COMPLETE, SECURE, OR WILL MEET CUSTOMER'S AND/OR ITS AUTHORIZED USERS' REQUIREMENTS OR EXPECTATIONS;
  - 16.4.3. THAT INFORMATION OBTAINED OR DERIVED FROM THE SOFTWARE AND/OR EXTERNAL SOFTWARE IS ACCURATE, CORRECT, COMPLETE, OR RELIABLE;
  - 16.4.4. THAT THE SOFTWARE AND/OR EXTERNAL SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, MALICIOUS CODE, INTERFERENCE, HACKING, OR OTHER INTRUSION;
  - 16.4.5. REGARDING ANY NON-CONFORMANCE CAUSED BY USE OF THE SOFTWARE AND/OR EXTERNAL SOFTWARE CONTRARY TO SCHLUMBERGER'S DOCUMENTATION, OR BY MODIFICATION, ALTERATION, OR INTERFACE WITH SOFTWARE, MAINTENANCE, DOCUMENTATION, AND/OR EXTERNAL SOFTWARE BY ANYONE OTHER THAN SCHLUMBERGER; AND
  - 16.4.6. THAT ANY INTERPRETATIONS GENERATED BY OR USING THE SOFTWARE AND/OR EXTERNAL SOFTWARE ARE ACCURATE, CORRECT, OR COMPLETE.
- 17. **Patent and Copyright Indemnity**
  - 17.1. Schlumberger will have no liability or obligation to Customer for any intellectual property claim.
  - 17.2. If Customer receives a claim for violation of a third party's Intellectual Property right based on the access or use of the Software, Schlumberger must promptly notify Schlumberger and provide a copy of the third party claim. Customer must not make any declaration, arrangement, or admission in respect to liability of any such infringement claim without Schlumberger's approval. Schlumberger reserves the right to conduct any litigation and/or negotiate the infringement claim to the extent such claim relates to the Software and/or Maintenance; and, if Schlumberger informs Customer that Schlumberger will conduct the proceedings, then Customer must take all necessary actions to enable Schlumberger to conduct on Customer's behalf any litigation or negotiations related to the claims raised.
  - 17.3. If the Software or Maintenance become, or in Schlumberger's opinion are likely to become, the subject of a claim for violation of a third party's Intellectual Property right, Customer must permit Schlumberger, at Schlumberger's option, to either: (a) procure for Customer the right to continue using the Software and/or Maintenance; (b) replace or modify the Software and/or Maintenance, so that it becomes non-infringing; or (c) terminate the Agreement.

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## 18. Limitations on Liabilities and Remedies

- 18.1. Schlumberger's aggregate liability limit to the Customer and the Authorized Users whether in contract, tort (including negligence), for breach of a statutory duty or otherwise arising out of or in connection with the Agreement must be limited to the amount of fees paid by Customer for access and use of the Software over the twelve (12) month period preceding the claim under the Agreement. Nothing in this Section 18.1 will exclude or limit any liability that cannot be excluded or limited at law. Customer will release and hold harmless Schlumberger of and from any loss, cost, damage, or expense, including attorneys' fees, above Schlumberger's limit of liability.
- 18.2. **CONSEQUENTIAL DAMAGES.** WITHOUT REGARD TO THE SOLE, JOINT, OR CONCURRENT ACTIVE OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF THE OTHER PARTY, UNLESS OTHERWISE AGREED, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY MAY RECOVER, INCLUDING UNDER ANY INDEMNITY, ANY PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR ENHANCED DAMAGES, REGARDLESS OF WHETHER SUCH PARTY AS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 18.3. **LOSS AND SUBSTITUTE.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CUSTOMER NOR ANY THIRD PARTY MAY RECOVER ANY (I) SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR (II) ANY DAMAGES RESULTING FROM: (A) LOSS OF USE; (B) LOSS OF DATA; (C) LOSS OF REVENUE, PROFIT, ANTICIPATED PROFIT, OR LOSS OF BUSINESS; (D) LOSS OF INVESTMENT; (E) LOSS OF RIG TIME OR OTHER BUSINESS INTERRUPTION; OR (F) COST OF SUBSTITUTE SOFTWARE OR SUPPORT PORTAL, OR THE PROCUREMENT THEREOF; AND/OR (G) LOSS, DAMAGE, CORRUPTION, OR REPLACEMENT OF COMPUTING SYSTEMS. IN ALL CASES, SCHLUMBERGER, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. THE LIMITATIONS OF SECTION 18.3 (LOSS AND SUBSTITUTE) APPLY:
  - 18.3.1. WHETHER ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE, AND/OR PERFORMANCE OF THE SOFTWARE, MAINTENANCE, SUPPORT PORTAL, REMOTE SUPPORT OR ANY DELIVERABLES (AND ANYTHING PRODUCED THEREFROM), REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY;
  - 18.3.2. EVEN IF REPAIR, REPLACEMENT, OR A REFUND FOR THE SOFTWARE, SUPPORT PORTAL, REMOTE SUPPORT, OR ANY DELIVERABLE DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES AND REGARDLESS OF: (I) WHETHER SCHLUMBERGER KNEW OF OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES; (II) IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE; AND/OR REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- 18.4. **DMCA.** Customer releases Schlumberger from Schlumberger's compliance with take-down notices for removing material from the Support Portal pursuant to the U.S. Digital Millennium Copyright Act, or similar law.
- 18.5. Notwithstanding any other provision of the Agreement, under no circumstances will Schlumberger have any obligation to re-create, re-acquire, process or re-process, re-shoot any data damaged within or lost from the Software or Support Portal, or to re-drill or re-log any well or well section or be liable for any costs associated therewith, including as may be caused by any third party, in each case whether direct or indirect.
- 18.6. All Interpretations and decisions resulting from use of the Software and/or Support Portal are opinions and decisions based on inferences from measurements and empirical relationships, which are not infallible and may involve individual opinions and judgments, data, or computer analysis with respect to which competent specialists may differ. Such Interpretations and decisions may involve information and data furnished by the Customer or third parties, the accuracy and reliability of which are not the responsibility of Schlumberger. Customer takes full responsibility for relying on Interpretations or decisions resulting from use of any of the Software and/or Support Portal.
- 18.7. Under no circumstances should Customer treat or rely upon the use of the Software, Support Portal, or any deliverables, including any Interpretation, as the sole basis for any decision, be it operational, technical, financial, commercial or otherwise, relating to the wellbore, the reservoir or the field, including, but not limited to, any decision relating to well planning, drilling safety and performance, field development, well control, production optimization, contingency planning, and infrastructure and systems design and optimization.
- 18.8. Schlumberger will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Schlumberger by the Customer in connection with the Software and/or Support Portal, or any actions taken by Schlumberger at the Customer's direction.
- 18.9. Customer acknowledges that the Software is designed and intended for use only in accordance with the Documentation. Any other use may result in defects, errors or damage to the Software, hardware or data, including loss of data. Schlumberger shall have no liability or obligation to Customer for such defects, errors or damage to the Software, data or hardware attributed to such use.
- 18.10. **Force Majeure.** Neither Party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such Party and which, by the exercise of reasonable due diligence of such Party, could not reasonably have been avoided from the following events: acts of God; fire; floods; lightning; blizzards; tornadoes; earthquakes; ice storms; named tropical storms and hurricanes; embargos; epidemics; pandemics; infectious disease outbreaks; terrorism; insurrection; revolution; piracy; war; strikes,

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lockouts, labor disputes (other than those strikes, lockouts and labor disputes of the Party claiming Force Majeure which are within such Party's reasonable control and may be resolved through reasonable efforts); compliance with any law, rules, and/or regulations of any governmental or public authorities having or asserting jurisdiction the Party; inability to procure material; industry wide shortages or soaring commodity, equipment, or necessary labor costs despite reasonable efforts; utility, network, or device failure external to the Party; third-party attacks, including distributed denial of service, directed, or other malicious attacks targeting Schlumberger or in any way impacting the delivery, access, or use of Software or the Support Portal; or, similar causes (except financial) beyond the control of the affected Party and which, through the exercise of diligent effort, such Party cannot overcome.

19. **Audit Rights.** From time to time, and with reasonable notice and during Business Hours, Schlumberger may audit Customer's books and records, facilities and any authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this Agreement, including that there has been no unauthorized distribution of the Software. Audit rights shall also extend to ensure the proper use of any Embedded Software contained within the Software. Audit rights are not intended to extend to the review of any confidential or proprietary information that belongs to Customer.
20. **Governing Law and Venue.** If Customer acquired the Software in the United States, the state law where the Customer is founded and principally operated governs the interpretation of this Agreement, regardless of the governing state's conflicts of law principals. If no such state law applies, then the law of Texas state law governs the interpretation of this Agreement, regardless of its conflicts of law principles.
21. **Publicity.** Neither party will make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party, except: 1) as required by law or any court or other authority of competent jurisdiction; or 2) where Schlumberger uses the Customer's name and/or logo(s) in its marketing material to notify others and/or make public that Customer is a user of the Software and/or Support Portal.
22. **Third Party Links.** Certain content, components or features in or made available by the Software and/or Support Portal may include links to third party resources, including, but not limited to, hyperlinks to other websites, resources, or content ("**Third Party Resources**"). Schlumberger may have no control over such Third Party Resources and is not responsible for the availability of such Third Party Resources. **SCHLUMBERGER DOES NOT MAKE, AND THEREBY DISCLAIMS: (I) ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE LINKS PROVIDED ON, OR TO, A THIRD PARTY RESOURCES; (II) GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS, OR ADEQUACY OF ANY THIRD PARTY RESOURCE OR SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE RELATED TO A THIRD PARTY RESOURCE; OR (III) MAKE ANY ENDORSEMENT, EXPRESS OR IMPLIED, OR ANY OTHER THIRD PARTY RESOURCE.** Links to Third Party Resources may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from a Third Party Resource. Schlumberger is not liable for or responsible for the content of any Third Party Resources or for any damages incurred or alleged to have been incurred, either directly or indirectly, as a result of Customer's reliance on anything associated with such Third Party Resources.
23. **Third Party Rights.** The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns), including under English law pursuant to the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation.
24. **Taxes.**
  - 24.1. Prices for the Software and Support Portal do not include any local, state, provincial, federal or national sales, use, excise, personal property, value-added, import/export, or other similar taxes or duties, which may be assessed in connection with the Software or Support Portal. If any such taxes or duties are applicable they will be added to Schlumberger's invoices to Customer. If Schlumberger must initially pay such assessments, Customer agrees to reimburse Schlumberger within thirty (30) days after receipt of Schlumberger's invoice. Taxes based upon Schlumberger's income are the sole responsibility of Schlumberger.
  - 24.2. The prices, rates and charges set forth in the Agreement are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to Schlumberger, Customer agrees that it must on its own accord gross-up the access fee or any other charges due under this agreement in a fashion that net amounts received after such withholding yield back the prices and rates under the Agreement. In such case, Customer must deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental authority.
  - 24.3. If any tax is imposed on Schlumberger, outside its country of incorporation and fiscal residence, as a consequence of the performing under the Agreement or due to an act of the Customer that is outside the control of Schlumberger or due to the Customer accessing and storing data in a particular country, such taxes will be for the sole account of Customer and be paid by Customer irrespective of how it is levied. Should Schlumberger have to pay such taxes, Customer must promptly reimburse Schlumberger such amounts that eliminate any incremental tax burden on Schlumberger due to the above stated factors. Schlumberger undertakes to provide the Customer documents evidencing the imposition of such tax.
  - 24.4. If as a result of any new legislation or extension/change in application of the existing law or interpretation thereof, any additional sums become payable by Schlumberger in respect to personal, corporate taxes, custom duties, or any other duties or levies, to any authorities of country of operation or elsewhere, not enacted at the submission of the Agreement, then Schlumberger will be entitled to adjust its rates and prices with Customer, in a way that Schlumberger does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.

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25. **Relationship of the Parties.** The relationship between the parties is that of independent entities. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.
26. **Waiver.** No failure or delay by a party to exercise (partially or completely) any right or remedy provided under the Agreement or by law will constitute a waiver or restriction of that or any other right or remedy.
27. **Notices.** Schlumberger may provide Customer with information about the Software and/or Support Portal electronically, including, but not limited to the Customer Liaison's email address, a forum, or a web site that Schlumberger identifies. Notice is effective as of the date made available by Schlumberger. Notices expressly required under the Agreement will be in writing, (a) sent electronically to the other party's email address identified in the Quotation, or (b) sent physically to the other party's registered address by courier, registered mail, or certified mail return receipt requested, or by a firm regularly engaged in the business of delivery of documents or packages.
28. **Severability.** If any term or provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. **Entire agreement.** The Agreement constitutes the sole and entire agreement between Schlumberger and Customer regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. An Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
30. **Headings.** The section headings contained in the Agreement are for reference purposes only and will not affect the meaning or interpretation of the Agreement.
31. **English Language.** The text of this Agreement, as well as the documents associated therewith have been written in English in multiple locations around the world. Consideration has been taken to harmonize the particular dialect of English being used herein, all versions being deemed authentic. For legal purposes, any typographical or grammatical errors originating in non-US English dialects will be deemed to be given a proper interpretation under the US English dialect, which shall be given priority of any interpretation.
32. **Survival.** The following provisions are intended to survive the termination or expiration of this Agreement: Section 6 (Term, Suspension, and Termination); Section 7 (Customer Data); Section 9.6 (Support Portal Release and Waiver); Section 11 (Data Privacy and Security); Section 12 (Compliance with Laws and Export Regulations); Section 13 (Assignment); Section 14 (Schlumberger Proprietary Rights); Section 15 (Confidentiality); Section 16 (Representations and Warranties); Section 17 (Patent and Copyright Indemnity); Section 18 (Limitations on Liabilities and Remedies); Section 19 (Audit Rights); Section 20 (Governing Law and Venue); Section 21 (Publicity); Section 22 (Third Party Rights); Section 24 (Taxes); Section 25 (Relationship of the Parties); Section 26 (Waiver); Section 28 (Severability); Section 29 (Entire Agreement); Section 30 (Headings); and this Section 32 (Survival).

**CONSENT  
OCTOBER 20, 2021**

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**SUBJECT**

Idaho Established Program to Stimulate Competitive Research (EPSCoR)  
Committee Appointments

**REFERENCE**

October 2014	Board appointed Dr. Todd Allen as the INL Representative to the Idaho EPSCoR Committee (replacing Dr. Hill)
February 2015	Board appointed Senator Tippits to the Idaho EPSCoR Committee (replacing Senator Goedde)
April 2015	Board appointed Dr. Cornelis J. Van der Schyf to the Idaho Established Program to Stimulate Competitive Research (replacing Dr. Howard Grimes)
October 2015	Board reappointed Representative Maxine Bell and Doyle Jacklin and appointed Gynii Gilliam and Senator Roy Lacey (replacing Doug Chadderdon and Senator Tippits, respectively)
June 2016	Board appointed Dr. Kelly Beierschmitt to the committee (replacing Todd Allen)
December 2016	Board reappointed Laird Noh, and appointed Dr. David Hill and Skip Oppenheimer to the committee.
April 2017	Board appointed Senator Mark Nye to the Idaho EPSCoR Committee (replacing Senator Lacey).
June 2017	Board reappointed David Tuthill and Leo Ray to Idaho EPSCoR Committee, both representing the private sector.
October 2018	Board appointed Dr. Harold Blackman and Dr. Todd Combs to the Idaho EPSCoR Committee (replacing Dr. Mark Rudin and Dr. Kelly Beierschmitt, respectively).
June 2019	Board appointed David Barneby and reappointed Gynii Gyllian to the Idaho EPSCoR Committee, both representing the private sector.
February 2021	Board reappointed Mark Nye, Doyle Jacklin, and Dennis Stevens, and appointed Donna Lybecker, Christopher Nomura, and Marianne Walck to Idaho EPSCoR Committee.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section  
III.W. Higher Education Research

**BACKGROUND/DISCUSSION**

The Established Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a

**CONSENT**  
**OCTOBER 20, 2021**

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participating state, Idaho EPSCoR is subject to federal program requirements and policies established by the Idaho State Board of Education. The purpose of EPSCoR is to build a high-quality academic research base to advance science, technology, engineering, and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board for five (5) year terms. The membership of this committee is constituted to provide for geographic, academic, business, and state governmental representation as specified in Board Policy III.W., and includes the vice presidents of research from the University of Idaho, Boise State University, and Idaho State University who serve as voting ex-officio members. Ex-officio members serve without term limits. Members are allowed to serve up to three (3) consecutive terms.

The Idaho EPSCoR Committee is recommending the reappointments of Laird Noh and Skip Oppenheimer as private sector representatives, and the new appointment of Dr. Nancy Glenn as ex-officio representative from Boise State University.

**ATTACHMENTS**

Attachment 1 – Laird Noh Bio  
Attachment 2 – Laird Noh Letter of Interest  
Attachment 3 – Skip Oppenheimer Bio  
Attachment 4 – Skip Oppenheimer Letter of Interest  
Attachment 5 – Nancy Glenn Statement of Qualifications  
Attachment 6 – Nancy Glenn Letter of Interest  
Attachment 7 – EPSCoR Current Committee Membership

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to reappoint Laird Noh to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as a representative of the Idaho State Senate, for a term effective from July 1, 2021 through June 30, 2026.

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

AND

I move to reappoint Skip Oppenheimer to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as a representative of the private sector, for a term effective from July 1, 2021 through June 30, 2026.

**CONSENT  
OCTOBER 20, 2021**

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

AND

I move to appoint Dr. Nancy Glenn to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as an ex-officio member representing Boise State University.

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



Bio—Laird Noh, September, 2021

Born, 1938, in the original stone hospital in Twin Falls  
Lived at Artesian, 1938-1942, on a ranch against the foothills on Dry Creek  
In 1942, the family moved to Addison Avenue.

Married to Kathleen Farnsworth

Two children, John, who is the vice president and manager of Noh Sheep Company, and Susan, who is a research scientist in veterinary pathology and infectious diseases with the USDA Agricultural Research Service, the WSU College of Veterinary Medicine and the Paul Allen school of World Animal Health, Pullman, WA.

Education: Kimberly public schools

BS, Business and Animal Science, Univ. of Idaho, 1960

MBA (finance emphasis), Univ. of Chicago, 1963

Doctor of Natural Resources, *Honoris Causes*, 2007, Univ. of Idaho

Taught Economics at Boise Jr. College, 1963-64

#### Currently

President of Noh Sheep Company

Chairman of Rocky Mountain Sheep Marketing Association, a producer-owned lamb and sheep marketing cooperative, doing business in 7 states. Since establishment in 1975, it has marketed 3.1 million head of sheep.

Chair of the Idaho EPSCoR Committee, which oversees The Experimental Program to Stimulate Competitive Research, a National Science Foundation funded partnership with 27 of the smaller states, and includes Idaho's three universities, state government, and industry. The goal of EPSCoR is to build the long-term capacity of participating states to conduct nationally competitive science, math, and engineering research. Since 1989, Idaho has received over \$200 million in highly competitive, peer reviewed, direct grants. This year, Idaho completed a \$3M per year, five year grant to advance the science of forecasting surface and groundwater flows in the Snake River Basin. In October, Idaho was awarded a \$4 M per year, five year grant to enhance the capacity of mid-sized cities to manage economic growth on a sustainable basis. Each grant included an additional \$2 M for building cyber infrastructure.

Member of the Dean's Advisory Board, University of Idaho College of Agriculture and Life Sciences

Member of the Liaison Committee of the USDA, Agricultural Research Service Laboratory in Kimberly

Past activities

Student body President, U/I

Chair of Twin Falls County Red Cross

Chair of TF County Republican Central Committee

President, Twin Falls Toastmasters 149

Idaho Co-Chair of Farmers for Gerald Ford

Chair, National Woolgrowers Association Predatory Animal Committee

President of the National Lamb Feeders Association

Member of the National Forest Advisory Committee to the Chief of the Forest Service

Idaho State Senate, 1980-2004

Chair, Senate Resources and the Environment Committee, 1982-2004

Trustee, the Idaho Nature Conservancy, 1986-2009

Director of The Common Interest

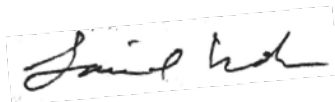
July 26, 2021

Idaho State Board of Education  
PO Box 83720  
Boise, ID 83720-0037

To Whom it May Concern:

This is to confirm my interest in being reappointed to the Idaho EPSCoR Committee.  
Your consideration will be appreciated.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Laird Noh", enclosed within a dashed rectangular border.

Laird Noh

***BIOGRAPHICAL INFORMATION***

***Arthur F. (Skip) Oppenheimer***



Skip Oppenheimer is currently Chairman/CEO of Oppenheimer Companies, Inc., and President of Oppenheimer Development Corporation and Chairman of several affiliated corporations. Oppenheimer Companies, Inc. is a national food processing, sales, marketing and distribution organization. Oppenheimer Development Corporation is a commercial real estate development and property management company.

**Personal:**

Mr. Oppenheimer graduated from Harvard Graduate School of Business Administration with an MBA in 1972; the University of Idaho with a BA in history in 1968; and received a Degree Elementaire and a Certificat De Langue Francaise - Niveau Elementaire in 1967 from the Sorbonne, University of Paris, France. He resides in Boise with his wife Esther Brollier Oppenheimer, a licensed professional counselor and artist. They have two sons, Joshua, a graduate of College of Idaho and Lesley University, and an elementary school teacher in Boise, Idaho and Matthew, a graduate of Dartmouth College and Harvard Graduate School of Business Administration; CEO of Remitly, an international mobile/internet remittance startup.

**Civic and Board Activities – Current:**

- ◆ **Chair St. Lukes Health System Board** (2014- ); \$1.4 billion in revenues with 13,000 employees.
- ◆ **Director of the Federal Reserve Bank San Francisco (Salt Lake Branch)** (2016-2019).
- ◆ **Member of Boy Scouts of America National Executive Board** (2009- ); National VP/HR and Executive Committee (2015- ); **Member, Boy Scouts of America, National Nominating Committee** (2012-2014).
- ◆ **Board Member University of Washington Medicine** (2014- ).
- ◆ **Board of Advisors** (2001- ); **Chairman, Board of Directors** (1993-1994); **Chairman, Chamber PAC** (1997-2000); **Board of Directors** (1992-1996); **Boise Metro Area Chamber of Commerce**.
- ◆ **Board of Directors, Clear Springs Foods** (1998- ).
- ◆ **Member, University of Washington Medicine School Board of Directors** (2015- ); **Member of Executive Committee** (2010- ); **Chairman, Strategy Committee** (2015- ).
- ◆ **Member, President's Special Advisors Group – University of Idaho** (2010- ).
- ◆ **Board Member (Founding Chair), Idaho Business Coalition for Education Excellence** (2003- ). Membership includes 115 CEO's and Senior Executives from major Idaho Corporations and includes mid-sized and smaller corporations. Purpose is to enhance education quality in the State of Idaho.
- ◆ **Member, Senator Frank Church Chair Advisory Board, Boise State University** (1994- ).
- ◆ **Co-Chairman for Idaho** (1990- ); **Member of the National Executive Committee** (1992- ); **American Israel Public Affairs Committee (AIPAC)**.
- ◆ **Member, Advisory Board, College of Social Sciences and Public Affairs, Boise State University** (2003- ).
- ◆ **Member, Advisory Board, Log Cabin Literary Center, Boise, Idaho** (2003- ).
- ◆ **Member** (1986- ); **Founding Chairman** (1986-1993); **Idaho Business Council**.

**Civic and Board Activities – Past:**

- ◆ **Chair/Founder, Idaho Business Coalition for Education Excellence** (2003-2015 ). Membership includes 115 CEO's and Senior Executives from major Idaho Corporations and includes mid-sized and smaller corporations. Purpose is to enhance education quality in the State of Idaho.
- ◆ **Initial Chair of St. Luke's Health System Board** (2006-2009); **Chair, St. Luke's Health System Governance Committee** (2009-2012); **Chair, St. Luke's Quality, Safety and Service Excellence Committee** (2013 - ).
- ◆ **Chair St. Luke's Regional Medical Center;** (predessor to SLHS 2003 – 2006)
- ◆ **Board Member** (1996 – Present)
- ◆ **President Western Region** (all Western States, 1 million youth), **Boy Scouts of America** (2009-2012).

- ◆ **Trustee** (2003-2011), (1986-1993); **Member Governance Committee** (2003- 2011); **Member of the Executive Committee** (1989-1993); **Chairman, Albertson School of Business Committee** (1989-1993); **Albertson College**, Caldwell, Idaho.
- ◆ **Chair, appointed by Governor of Idaho, Behavioral Health Transformation Workgroup** (2009-2011). Transform Mental Healthcare delivery system in the State of Idaho. Group comprised of all related State Department Directors and other Stakeholders.
- ◆ **President; Area I-Western Region** (Area I consists of WA, OR, AK, western ID, portion of northern CA, and the Far East Council), **Boy Scouts of America** (2007- 2009).
- ◆ **Co-Chair, Community College Yes Campaign** (2007). Favorable vote – achieved 68.4% to create Community College District – College of Western Idaho, now 10,000 students.
- ◆ **Co-Chair, Governor’s Coordinating Council for Families and Children** (2005-2007).
- ◆ **Chairman of the Board** (2004-2006); **Vice Chair of the Board and Treasurer; Chair, Finance, Audit and Development Committee** (2000-2003); **St. Luke’s Regional Medical Center**.
- ◆ **President** (2004-2006); **Board of Directors, Boy Scouts of America Ore-Ida Council** (2003-2005).
- ◆ **Chair, Idaho Governor’s Council on Adolescent Pregnancy Prevention** (1994-2004).
- ◆ **Member, Idaho Governor’s 2020 Blue Ribbon Task Force** (2002-2003).
- ◆ **Commissioner, Accreditation Commission on Colleges and Universities**, Northwest Assoc. of Schools and Colleges (1993-2002).
- ◆ **Member, Advisory Board of College of Business and Economics, Boise State University** (1999-2004).
- ◆ **Co-Chair, St. Luke’s Children’s Hospital Capital Campaign** (2002-2003).
- ◆ **Honorary Co-Chair, Fred Hutchison Cancer Research Center’s E. Donnell Thomas Award Medal of Achievement Award Dinner, Seattle, WA** (2000-2002).
- ◆ **Secretary, Boise Future Foundation** (1996-2002).
- ◆ **President, Board of Directors, Congregation Ahavath ‘Beth Israel** (1998-2001); **Board of Directors, Congregation Ahavath ‘Beth Israel** (1985-1987).
- ◆ **Co-Chair, Boise City Mayor Brent Coles Reelection Committee** (2001).
- ◆ **National Vice Chair, Business Leaders for Gore/Lieberman** (2000)
- ◆ **Idaho State Chair, U.S. Olympic Committee** (1998-2000).
- ◆ **Board of Directors, Boise Public Schools Foundation** (1996-2000).
- ◆ **Trustee, Boise State University Foundation** (1992-1995).
- ◆ **Board of Directors, The Children’s School, Boise, Idaho** (1992-1994).
- ◆ **Chairman, Finance Council, LaRocco for Congress** (1992-1994).
- ◆ **Member, Advisory Council of the College of Letters and Science, University of Idaho** (1990-1993).
- ◆ **Member, Leadership Council of the Northwest Policy Center, University of Washington, Graduate School of Public Affairs, Institute for Public Policy and Management, Seattle, Washington** (1989-1993).
- ◆ **Member, Boise State University, Ad Hoc Committee** (1992).
- ◆ **Member, Governor’s Task Force on the Future of Education in Idaho** (1989-1991).
- ◆ **Board of Directors** (1985-1991); **Chairman** (1988-1990), **Children’s Home Society of Idaho, d.b.a. Warm Springs Counseling Center**.
- ◆ **Board of Directors, Northern Lights Institute** (1982-1990).
- ◆ **Executive Committee, Northwest Business Coalition** (1987-1989).
- ◆ **Board of Directors, Junior Achievement of Boise** (1986-1989).
- ◆ **Member, Idaho Committee for the U.S. Holocaust Memorial Museum Commission** (1987).
- ◆ **Member, State of Idaho Private Industry Council** (1981-1982).
- ◆ **Governor-Appointed Member, State of Idaho Advisory Council to the Division of Economic Development and Community Affairs** (1980-1982).
- ◆ **Member and President** (two terms), **Boise Public Library Board** (1974-1982).
- ◆ **Elected Section Representative, Harvard Business School** (1970-1972).

**Memberships:**

- ◆ **American Business Conference, Washington, D.C.** (1993-2002); **Board of Directors** (1997-2002).
- ◆ **Chief Executives’ Organization** (1996-2012).
- ◆ **World Presidents’ Organization** (1996- ).
- ◆ **Harvard Club of New York.** (1972 - ).
- ◆ **AOPA Member,** (1984- ).

- ♦ **Arid Club**, Member of the Executive Committee (1992-1995); Chairman Membership Committee; Chairman House Committee (1995).
- ♦ **Boise Committee on Foreign Relations**, Executive Committee Member.
- ♦ **Young Presidents' Organization**, Oregon Chapter Member (1979-1985), Idaho Chapter Member (1982-1996). Past Chapter Chairman and other positions.

**Honors:**

- ♦ **First Annual St. Luke's Legacy Award** recipient, *along with Ed Dahlberg* (2016).
- ♦ **Boise Metro Chamber of Commerce Hall of Fame Award** recipient (2015).
- ♦ **Silver Buffalo Award** upon nomination of the National Executive Board, Boy Scouts of America (2015).
- ♦ **Idaho Voices for Children's Champion Award** (2014).
- ♦ **Rotary Ethics in Business Honoree** (2013).
- ♦ **University of Idaho Commencement Speaker** (2012).
- ♦ **Honorary Doctor of Humane Letters** by the University of Idaho (2012).
- ♦ **The Silver Antelope Award** upon nomination by the Western Region Board, Boy Scouts of America (2012).
- ♦ **Association of Fundraising Professionals, Idaho Chapter Award, Honor Roll Recipient for Support and Volunteerism** (2011).
- ♦ **Ralph J. Comstock Jr., Light of Philanthropy Award** by St. Luke's Foundation (2010).
- ♦ **Idaho Hospital Association Trustee of the Year** (2009).
- ♦ **The Silver Beaver Award** upon nomination by the Ore-Ida Council, Boy Scouts of America (2007).
- ♦ **Idaho Association for the Education of Young Children, Annual – Stick Your Neck Out For Idaho's Children – Award** with Esther Oppenheimer (2006).
- ♦ **March of Dimes Real Estate Award for Community Service** (2003).
- ♦ **Entrepreneur of the Year Award, Northwest Finalist** (1996).
- ♦ **Silver and Gold Award**, for professional achievement; University of Idaho Alumni Association (1995).
- ♦ Named as one of Idaho's "**Movers & Shakers**" by *Industry Week* magazine, (January 1988).
- ♦ Named **Distinguished Citizen** by the *Idaho Statesman*, a Gannett newspaper in Boise, Idaho (February 1987).
- ♦ Named **Outstanding Young Man of the Year** for Boise by the Idaho Jaycees (1979).
- ♦ Named **Outstanding Young Man of the Year** for the State of Idaho by the Idaho Jaycees (1979).
- ♦ **Eagle Scout Award** for Boy Scouts of America (1963).

**Publications:**

- ♦ "A Businessman Looks at the Values of Liberal Arts," *ADE Bulletin*, (Association of Departments of English, New York). June 1982.
- ♦ A chapter on food products published in *Doing Business with China, American Trade Opportunities in the 1970's*. Praeger Publishers, New York. 1976.
- ♦ "It Will All Work Out", *A Life History in Jane Falk Oppenheimer's Words* as told to Arthur F. "Skip" Oppenheimer. 2012.

**Miscellaneous Certifications:**

- ♦ Flying C-650 Jet PIC Type Rating, (Commercial Pilot's License and Instrument Rating), private pilot since 1974.
- ♦ Scuba (PADI Certified Advanced Open Water Diver).
- ♦ Sailing (US Sailing Association, Cruising and Bareboat Charter Certifications).

**From:** Skip Oppenheimer <skip-oppenheimer@oppcos.com>  
**Date:** Thursday, September 9, 2021 at 9:13 AM  
**To:** Rick Schumaker UI <rschumak@uidaho.edu>  
**Cc:** Laird noh <lnoh@earthlink.net>  
**Subject:** Epscor

Per my conversations with Laird Noh, I am interested in being reappointed to the Idaho EPSCoR Board. I have found the work most interesting and believe it is an important effort that will continue to create meaningful results around stimulating research and development in needed scientific areas.

Thanks for the consideration.

Best,

Skip

Arthur F (Skip) Oppenheimer

Nancy Glenn  
August 6, 2021  
Idaho EPSCoR Committee  
Statement of Qualifications

Dear Chairman Noh and Members of the Board:

My qualifications for the nomination to the Idaho EPSCoR Committee are supported by my current position, as well as my other leadership roles as professor, director, department chair, federal relations liaison, and a joint appointment with the Department of Energy. I co-developed the interdisciplinary Human-Environment Systems initiative at Boise State, which includes innovative structures and policies. I have received funding from NASA, NSF, NOAA, the US Department of Defense, Department of Energy, Department of Agriculture and the Department of the Interior.

I serve on the editorial board of several journals, as well as National Academies of Sciences, Engineering, and Medicine study reviews, and several steering committees for NASA and the National Science Foundation.

I earned a master's in Civil Engineering from UC Berkeley and my Ph.D. in Geo-Engineering from University of Nevada, Reno.





**BOISE STATE UNIVERSITY**  
DIVISION OF RESEARCH AND ECONOMIC DEVELOPMENT

August 6, 2021

Dr. Laird Noh  
Chair, Idaho EPSCoR Committee  
875 Perimeter Drive, MS 3029  
Moscow, ID 83844-3029

Dr. Noh:

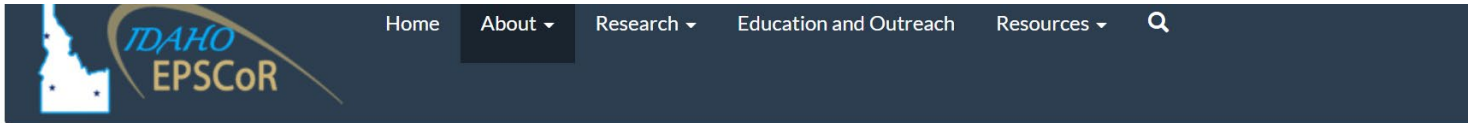
Please accept this letter as confirmation of my interest in a membership appointment to the Idaho EPSCoR Committee.

As Interim VP for Research and Economic Development at Boise State, I am very familiar with the EPSCoR structure, mission and objectives, as evidenced by my statement of qualifications.

Thank you for consideration of this request. Please do not hesitate to contact me should you have questions or concerns.

Sincerely,

Nancy Glenn  
Interim Vice President



## State Committee



Laird Noh, Chairman

President of Noh Sheep Company; Idaho State Senator (retired)



David Barneby

Vice-President of Nevada Power and Sierra Pacific Power Companies (retired)



Matthew J. Borud

Chief Business Development Officer, Idaho Department of Commerce



Gynii Gilliam

President of Jobs Plus Inc.



Nancy Glenn

Interim Vice-President for Research and Economic Development, Boise State University



Doyle Jacklin

Partner, Riverbend Commerce Park



Laurie Lickley

Idaho State Representative



Donna Lybecker

Acting Vice President for Research, Idaho State University



Christopher Nomura

Vice President of Research & Economic Development, University of Idaho



Mark Nye

Idaho State Senator



Skip Oppenheimer

Chairman/CEO of Oppenheimer Companies, Inc.



Leo Ray

President of Fish Breeders of Idaho, Inc.



Jean'ne Shreeve

Professor of Chemistry, University of Idaho



Dennis Stevens

Chief of Research and Development, Infectious Disease Section, Veterans Affairs Medical Center



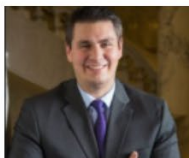
David Tuthill Jr.

Founder of Idaho Water Engineering, LLC.



Marianne Walck

Deputy Laboratory Director, Science & Technology and Chief Research Officer



Greg Wilson

Senior Policy Advisor, Governor's Office

**CONSENT  
OCTOBER 20, 2021**

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**SUBJECT**

Idaho Indian Education Committee Appointment

**REFERENCE**

June 20, 2019	The Board approved the appointment of Leslie Webb, Jaime Barajas-Zepeda, and Effie Hernandez.
February 13, 2020	The Board approved the appointment of Jesse LaSarte.
April 16, 2020	The Board approved the appointment of Dr. Rex Force.
August 26, 2020	The Board approved the appointment of Dr. Mary Jane Miles.
April 2021	The Board approved reappointments for Mr. Sobotta, Dr. Force, Ms. James, Dr. Meyer, and Mr. LaSarte.
June 2021	The Board approved the reappointment of Tina Strong.
August 2021	The Board approved the appointment of Ms. Shirley Allman.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes. Pursuant to Board Policy I.P. the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term. The membership consists of:

- One representative from each of the eight public postsecondary institutions
  - Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education departments
- One representative from each of the two Bureau of Indian Education schools
  - Representatives must be a school board member, administrator, or designee
- One representative from the State Board of Education

All members are voting members.

Boise State University (BSU) has forwarded Dr. Eric Scott's name for consideration as their representative on the Idaho Indian Education Committee. Dr. Scott is Associate Vice President for Student Affairs at BSU. Prior to this position, he was dean of students and campus life at the University of Alaska Southeast in Juneau. He also served three terms as president of the Juneau Arts and Humanities

**CONSENT**  
**OCTOBER 20, 2021**

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Council in Juneau. Dr. Scott earned his Bachelor of Arts and a Master of Education from the University of South Carolina and his doctorate in education from Oregon State University in adult and higher education leadership. His doctoral research focused on intersecting dimensions of rural identity and postsecondary outcomes with a focus on rural Alaskan Native college students. A letter of support from Boise State President Marlene Tromp is provided.

**IMPACT**

The proposed appointment replaces BSU's representative on the committee.

**ATTACHMENTS**

Attachment 1 – Current Committee Membership  
Attachment 2 – Letter of support

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University has identified Dr. Eric Scott to replace Dr. Leslie Webb and serve as BSU's representative on the committee. If approved, Dr. Scott would complete Dr. Webb's term, which runs through June 30, 2023.

**BOARD ACTION**

I move to appoint Dr. Eric Scott, representing Boise State University to the Indian Education Committee effective immediately and expiring June 30, 2023.

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

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

**Tribal Representatives**

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene Tribal Education Department and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2021 – June 30, 2026.

**Jesse LaSarte** is the Family Engagement Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026.

**Gary Aitken, Jr** is the Tribal Chairman for the Kootenai Tribe of Idaho and serves as their Tribal Chair representative. Term: immediately – June 30, 2022.

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

**Shirley J. Allman** - Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: immediately – June 30, 2023.

**Joyce McFarland** is the Education Manager for the Nez Perce Tribe and serves as their Tribal Education Department representative. Term: July 1, 2018 – June 30, 2023.

**Ladd Edmo** is the Tribal Secretary of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: immediately - June 30, 2022.

**Jessica James** is the Tribal Youth Education Program Manager for the Shoshone-Bannock Tribes and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026.

**Pending Recommendation** - Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2018 – June 30, 2023.

**Pending Recommendation** – Tribal Education Department representative for the Shoshone-Paiute Tribes.

**Bureau of Indian Education Representatives**

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

**Hank McArthur** is the Bureau of Indian Education school representative. Term: July 1, 2018 – June 30, 2023.

**State Board of Education Representative**

**Dr. Linda Clark** is the State Board of Education member of the Indian Education Committee.

**Institutions of Higher Education Representatives**

**Dr. Yolanda Bisbee** is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho. Term: July 1, 2017 – June 30, 2022.

**Dr. Eric Scott** – Associate Vice President for Student Affairs at Boise State University. Term: immediately – June 30, 2023. **Pending Board approval**

**Dr. Rex Force** is the Senior Vice Provost and Vice President for Health Sciences at Idaho State University. Term: July 1, 2021 – June 30, 2026.

**Bob Sobotta, Jr.** is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College. Term: July 1, 2021 – June 30, 2026.

**Jason Ostrowski** is the Dean of Students at the College of Southern Idaho. Term: July 1, 2018 - June 30, 2023.

**Jaime Barajas-Zepeda** is the Assistant Director of Admissions and Recruitment at the College of Western Idaho. Term: immediately - June 30, 2024.

**Effie Hernandez** is the Multicultural Coordinator at College of Eastern Idaho. Term: immediately – June 30, 2022.

**Dr. Graydon Stanley** is the Vice President for Student Services at North Idaho College. Term: July 1, 2017 – June 30, 2022.



**BOISE STATE UNIVERSITY**  
**OFFICE OF THE PRESIDENT**

August 26, 2021

Ms. Patty Sanchez  
Idaho State Board of Education  
Indian Education Committee  
650 West State Street #307  
Boise, ID 83720-0037

Dear Ms. Sanchez,

Please accept this letter of support recommending Dr. Eric Scott for the Idaho Indian Education Committee. Dr. Scott presently serves as the Associate Vice President for Student Affairs and Enrollment Management, a position that is highly relevant to the work of your committee. Moreover, Dr. Scott has a rich history of working with Native American Indian communities and striving to connect them to higher education.

Indeed, his doctoral research, "Roadless and Remote: Intersecting Dimensions of Rural Identity and Alaskan Higher Education" focused on serving people living in rural communities, particularly indigenous Alaskan students. He carried this profound commitment to advocate for and engage opportunities for American Indian students with him to Idaho.

Dr. Scott's engagement will strengthen Boise State University's efforts to recruit and retain students from the tribal nations. We are committed to furthering that critical work and appreciate the opportunity to support these endeavors.

Sincerely,

Dr. Marlene Tromp  
President

cc: Matt Freeman, Executive Director of the Idaho State Board of Education

**CONSENT  
OCTOBER 20, 2021**

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**SUBJECT**

Data Management Council Appointments

**REFERENCE**

June 2018	The Board reappointed Chris Campbell, Don Coberly, Matthew Rauch, and Georgia Smith to the Data Management Council. The Board appointed Cathleen McHugh to the Data Management Council.
August 2018	The Board appointed Dale Pietrzak and Dianna J. Renz to the Data Management Council.
April 2019	The Board appointed Scott Thomson and Grace L. Anderson to the Data Management Council.
February 2020	The Board appointed Marcia Grabow to the Data Management Council.
April 2020	The Board reappointed Matthew Rauch, Georgia Smith, and Dianna Renz to the Data Management Council. The Board appointed Chris Bragg to the Data Management Council.
August 2020	The Board appointed Leslie Odom and Kevin Whitman to the Data Management Council.
February 2021	The Board reappointed Chris Campbell and Todd King to the Data Management Council.
April 2021	The Board reappointed Cathleen McHugh, Grace Anderson, Tami Haft, Scott Thomson, Heather Luchte, and Spencer Barzee to the Data Management Council.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) was established by the Board through Board policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance and usage of said system. Section 33-133, Idaho Code, defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

- a. Two representatives from the Office of the State Board of Education;



**CONSENT**  
**OCTOBER 20, 2021**

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- b. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
- c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
- d. One representative from the State Department of Education;
- e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
- f. One representative from the Division of Career Technical Education;
- g. One representative from the Department of Labor;
- h. One at-large member.

The seat representing a community college became vacant due to the resignation of Chris Bragg. The Data Management Council sought applications of individuals who would be willing to fill this role and considered those applications during a meeting in September.

**IMPACT**

Appointment of Mr. Sharpe will result in all seats on the Data Management Council being filled.

**ATTACHMENTS**

Attachment 1 – Current Data Management Council Membership  
Attachment 4 – Resume from Thomas Sharpe

**STAFF COMMENTS AND RECOMMENDATIONS**

For the open seat, Board staff reached out to constituents to solicit applicants. Board staff emailed community colleges and notified them of the opening. One nomination was received.

The Data Management Council met and voted to recommend Thomas Sharpe to the Board for appointment on the Data Management Council. Mr. Sharpe is currently Senior Research Analyst at the College of Southern Idaho.

Staff recommends approval.

**BOARD ACTION**

I move to appoint Thomas Sharpe to the Data Management Council serving as a representative of a community college for a term commencing immediately and ending June 30, 2022.

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



## Data Management Council Membership

September 2021

### Office of the Idaho State Board of Education

**Dr. Cathleen McHugh**

Chief Research Officer  
Idaho State Board of Education  
Member since 2018  
Term: July 1, 2019 – June 30, 2023

**Chris Campbell**

Chief Technology Officer  
Idaho State Board of Education  
Member since 2015  
Term: February 17, 2021 – June 30, 2023

### Public Postsecondary Institutions

#### Four Year Institution

**Dr. Grace Anderson**

Director of Institutional Research  
Lewis-Clark State College  
Member since 2019  
Term: July 1, 2019 – June 30, 2023

**Dr. Leslie Odom**

Associate Director for Reporting and Data Quality  
Boise State University  
Member since 2020  
Term: August 26, 2020 – June 30, 2022

#### Community College

**Vacant**

#### Public Postsecondary Institution Registrar

**Tami Haft**

Registrar/Director of Admissions – Enrollment Services  
North Idaho College  
Member since 2011  
Term: July 1, 2019 – June 30, 2023

### State Department of Education

**Kevin Whitman**

Director for Assessment and Accountability  
Idaho State Department of Education  
Member since 2020  
Term: August 26, 2020 – June 20, 2022

## K-12 School Districts

### At-Large School District

#### Dr. Spencer Barzee

Superintendent  
West Side School District  
Member since 2021  
Term: April 21, 2021 – June 30, 2023

### Rural District

#### Scott Thomson

Executive Director  
North Idaho STEM Charter Academy  
Member since 2019  
Term: July 1, 2019 – June 30, 2023

### Urban District

#### Matthew Rauch

Database Manager  
Kuna School District  
Member since 2015  
Term: July 1, 2020 – June 30, 2022

## Division of Career Technical Education

#### Heather Luchte

Director, Performance Management  
Division of Career Technical Education  
Member since 2014  
Term: July 1, 2019 – June 30, 2023

## Department of Labor

#### Georgia Smith

Deputy Director of Communications, Research and Determination Services  
Idaho Department of Labor  
Member since 2014  
Term: July 1, 2020 – June 30, 2022

## At-Large Representative

#### Todd King

Education Data Systems Reporting Manager  
Idaho State Board of Education  
Member since 2013  
Term: February 17, 2021 – June 30, 2023

## Thomas Sharpe

(412) 961 – 1318

twsharpe8@gmail.com

873 Grizzly Dr, Twin Falls, ID 83301

## Work Experience

- |  |   |                                 |
|--|---|---------------------------------|
| <i>Senior Research Analyst</i>   | <i>College of Southern Idaho</i>                | <i>July 2018 to Present</i>     |
| <ul style="list-style-type: none"><li>○ Served as a data mentor and supervisor for two research analysts</li><li>○ Contributed to various institution-wide data governance and integrity initiatives</li><li>○ Developed and maintained an Institutional Effectiveness data mart</li><li>○ Provided cross-department leadership as the institutions' IPEDS keyholder</li><li>○ Continued all the functions of a Research Analyst (see below)</li></ul> |   |                                 |
| <i>Research Analyst</i>  | <i>College of Southern Idaho</i>                | <i>August 2016 to June 2018</i> |
| <ul style="list-style-type: none"><li>○ Supported stakeholders across the institution to make data informed decisions</li><li>○ Performed both quantitative and qualitative research and analysis</li><li>○ Automated federal and state reporting with SQL and R</li><li>○ Developed internal reports and dashboards with R Markdown and Power BI</li></ul>  |   |                                 |
| <i>Senior Project Manager</i>  | <i>Research and Business Development Center</i> | <i>August 2014 to July 2016</i> |
| <ul style="list-style-type: none"><li>○ Managed 50+ research-based consulting projects</li><li>○ Hired, trained and supervised 60+ junior analyst interns and 10+ project managers</li><li>○ Improved and accelerated multiple processes with Excel</li><li>○ Assisted and instructed junior analyst interns in research design, execution, analysis and presentation</li></ul>  |   |                                 |
| <i>Junior Analyst Intern</i>   | <i>Research and Business Development Center</i> | <i>April 2014 to July 2014</i>  |
| <ul style="list-style-type: none"><li>○ Led two research-based consulting projects for a venture capital firm and private equity organization</li><li>○ Research included market size estimation, segmentation, value chain, pricing, and competitive analyses</li></ul>   |   |                                 |

## Education

- |   |                                       |                            |
|---|---------------------------------------|----------------------------|
| <i>Bachelor of Science: Financial Economics</i>   | <i>Brigham Young University-Idaho</i> | <i>Graduated July 2014</i> |
| <ul style="list-style-type: none"><li>○ Minor: Accounting</li><li>○ GPA: 3.83</li><li>○ First place in Research &amp; Creative Works Conference for analysis of the Efficient Market Hypothesis</li></ul> |                                       |                            |

## Technical Skills

- Programing: SQL (very proficient), DAX (very proficient), VBA (proficient), R (proficient)
- Software: Power BI (very proficient), Excel (very proficient), R Studio (proficient)

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**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

Idaho State Rehabilitation Council Membership (Council) Membership

**REFERENCE**

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

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section IV.G.  
Idaho Code § 33-2202  
Idaho Code § 33-2303  
Code of Federal Regulations 34 CFR § 361

**BACKGROUND/DISCUSSION**

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

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

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

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

The Council currently has one (1) appointment for Board consideration. The

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Council is nominating Jami Davis as a representative of the State Independent Living Council.

**IMPACT**

The one (1) appointment will bring the Council membership to 18.

**ATTACHMENTS**

Attachment 1 – Current Council Membership

Attachment 2 – Jami Davis Nomination with Resume

**STAFF COMMENTS AND RECOMMENDATIONS**

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

Staff recommends approval

**BOARD ACTION**

I move appoint Jami Davis as a representative of the Idaho Independent Living Council for a three-year term, effective immediately through October 21, 2024.

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

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Members Shall Represent	Representation Required	Name	Region	Term	Term Ends	Voting Member	#
Former Applicant or Recipient of VR services	Minimum 1	Danielle Reff	Treasure Valley	1st	08/31/2023	Yes	1
		Stephanie Taylor-Silva	Idaho Falls	1st	08/25/2024	Yes	2
Parent Training & Information Center	Minimum 1	Sarah Tueller	Treasure Valley	2nd	06/30/2024	Yes	3
Client Assistant Program	Minimum 1	Christine Meeuwesen	Treasure Valley	1st	Effective 7/12/2019 No term limit	Yes	4
Vocational Rehabilitation Counselor	Minimum 1	David White	Treasure Valley	1st	06/30/2024	No	5
Community Rehabilitation Program	Minimum 1	Pam Harris	Couer d'Alene	1st	06/30/2024	Yes	6
Business, Industry and Labor	Minimum 4	Vacant					
		Darin Lindig	Treasure Valley	2nd	05/31/2024	Yes	7
		Ron Oberleitner	Treasure Valley	2nd	08/31/2023	Yes	8
		Paul Tierney	Treasure Valley	1st	08/31/2023	Yes	9
Disability Groups	No minimum or maximum	Janice Carson	Moscow	2nd	05/31/2023	No	10
		Tim Blonsky	Treasure Valley	1st	08/25/2024	Yes	11
		Dave Maxwell	Treasure Valley	1st	06/30/2022	Yes	12
		Nathan Ogden	Treasure Valley	1st	08/31/2023	Yes	13
State Independent Living Council	Minimum 1	Vacant					
Department of Education	Minimum 1	Randi Cole	Treasure Valley	1st	08/31/2023	No	14
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	Treasure Valley	No end date		No	15
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	Blackfoot	No end date		Yes	16
Workforce Development Council	Minimum 1	James Pegram	Treasure Valley	1st	06/30/2024	Yes	17

UPDATED: 9/16/2021





## STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone:  Work Phone:

E-Mail:

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

TO REPRESENT THE STATE INDEPENDENT LIVING  
COUNCIL AND HELP TO CONTINUALLY IMPROVE THE  
QUALITY OF VR SERVICES TO IDAHOANS

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

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

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

☒ No ☐ Yes If "Yes" please explain:

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

**Disability**

☒ Yes ☐ No

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

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

# Jami Davis

Boise, Idaho  
[REDACTED]  
[REDACTED]

## Experience

### ***Jannus Inc***

***February 2019 – Present***

**Idaho Suicide Prevention Hotline**

**Backup Hotline Supervisor**

- Supervise volunteer phone responders using clinical decision making skills
- Developed programs to educate and train community leaders and residents on suicide prevention and awareness
- Completed over 60 hours of training on suicide prevention and ASIST training
- Extensive research surrounding disability and suicide risk factors, prevention and postvention

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

***November 1999 - Present***

**State Independent Living Council**

**Program Specialist**

- Technical assistance for ABLE (Achieving a Better Life for Everyone) Savings Account
- Community and partner agency outreach for emergency preparedness
- Community and partner agency outreach on COVID-19 vaccine information and clinics
- Built a Statewide Youth Advisory Committee to help youth with disabilities become advocates and leaders in their community
- Implemented a week-long Youth Leadership Forum for youth with disabilities to teach about the political process, education, and vocational training available to them
- Monitor grant budget for compliance programmatically and budgetarily
- Serve as liaison for partner agencies on projects and committees
- Helped facilitate and develop the State Plan for Independent Living in 2012, 2015 and 2018
- Meet with Legislators to educate about disability issues in the State
- Participate in committees and workgroups to help ensure accessibility and fair treatment of individuals with disabilities

**Public Employee Retirement System of Idaho**

**Administrative Assistant and Disability Specialist**

- Served as the only disability specialist for the State of Idaho and managed the disability program from pre-application to applicant service retirement at age 65
- Explained PERSI disability program and initiated disability application for PERSI members
- Liaison between member and Third Party Administrator for disability
- Developed retirement workshops for PERSI members
- Supported PERSI survey program; data entry, tracking, reporting and distribution

# Jami Davis

Boise, Idaho  
[REDACTED]  
[REDACTED]

## Department of Health & Welfare

### AABD Office Specialist

- Provided high level support functions for the Aid to Aged, Blind and Disabled programs including, reviewing and processing documents, explaining complex laws, policies, procedures, and determining program eligibility criteria
- Performed extensive research and analysis of sensitive issues, including accessing interfaces with outside sources/agencies to independently determine an appropriate course of action
- Used a variety of computer applications to create professional correspondence and reports, enter and retrieve data and maintain records systems

## Idaho State School and Hospital - H&W

### Disability Technician Lead

- Supervised 21 employees to ensure a safe environment for clients and staff
- Provided direct care to individuals with disabilities
- Taught and supervised individualized Activities of Daily Living (ADL) and worked with individuals to meet their personal goals
- Advocated on behalf of individuals to transition into the community
- Worked individually with clients on vocational skills that would be needed to be successful in the community

## Education

**Western New Mexico University**, Bachelor of Social Work

2016 – 2018

- Magna Cum Laude
- President's List

**College of Western Idaho**

2014 – 2016

- Liberal Arts classes

**CONSENT**  
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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

2020-2021 Accreditation Report

**REFERENCE**

October 2018	Board accepted the 2017-2018 Accreditation Report.
October 2019	Board accepted the 2018-2019 Accreditation Report.
October 2020	Board accepted the 2019-2020 Accreditation Report.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-119, Idaho Code  
Idaho Administrative Code, IDAPA 08.02.02.140 – Accreditation

**BACKGROUND/DISCUSSION**

Pursuant to IDAPA 08.02.02.140, “All public secondary schools, serving any grade(s) 9-12, will be accredited pursuant to Section 33-119, Idaho Code. Accreditation is voluntary for elementary schools, grades K-8, and alternative schools not identified in Subsection 140.02.a. through 140.012.e. of this rule....” Section 33-119, Idaho Code authorizes the Board to establish the accreditation standards. The Board, through administrative rule, requires schools to meet the accreditation standards of the Northwest Accreditation Commission (NWAC), a division of AdvancED. AdvancED recently changed its name to Cognia.

The attached annual accreditation report is submitted to the State Board of Education in accordance with IDAPA 08.02.02.140.05. This report outlines the accreditation status of Idaho’s schools that serve any grade(s) 9-12 as well as those elementary schools, schools serving grades K-8, that voluntarily seek accreditation and parochial and private schools.

**ATTACHMENTS**

Attachment 1 – 2020-2021 Accreditation Summary Report of Idaho Schools

**STAFF COMMENTS AND RECOMMENDATIONS**

Section 33-119, Idaho Code, requires all public, private, and parochial secondary schools to meet minimum accreditation standards set by the State Board of Education. Those standards are set in Idaho Administrative Code, IDAPA 08.02.02.140.02, as the accreditation standards of the Northwest Accreditation Commission, a division of AdvancED, now Cognia. Additionally, IDAPA 08.02.02.140.04 requires an annual accreditation report to be submitted to the Board identifying each accredited school and school district in the state and the status of their accreditation.

Cognia accredits both individual schools as well as school systems (school district). Once a school becomes accredited, it may have one of two accreditation

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statuses. The accreditation status is based on the performance of a school in areas related to the accreditation standards, policies, assurances, student performance results and stakeholder feedback. The two statuses are “accredited” or “accredited under review.” The term “accredited under review” has replaced the term “accredited probation.”

All schools that are accredited conduct a five year External Review during their final year of the accreditation cycle facilitated by Cognia. In addition, all schools have a mid-term accreditation progress report that is done through Cognia’s online accreditation application. This report is done at the end of the second (2nd) year in the cycle for all schools with “accredited” status.

Those schools with “accredited under review” status have a more frequent reporting cycle. The “accredited under review” cycle can be every year, or more often dependent on the situation. All “accredited under review” schools conduct an onsite accreditation progress report review facilitated by Cognia. The Accreditation Progress report specifically addresses the required actions given by the External Review Team at the five-year onsite review. A school may be placed in “accredited under review” status under two circumstances. The first is based on the school scoring in the bottom fifth percentile of Cognia’s Index of Education Quality. The second circumstance is based on the school not meeting Cognia’s standards, a complaint has been filed against the school, the school is in violation of Cognia’s accreditation policies and procedures, or based on an onsite team review. The attached report includes accredited schools, school districts, and educational programs serving students in elementary through high school.

Of all 295 accredited schools and six districts, only six have accredited under review status, three are private schools and three are public charter schools.

Staff recommends adoption of the report.

**BOARD ACTION**

I move to accept the 2020-2021 Accreditation Summary Report of Idaho Schools as submitted in Attachment 1.

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

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**ATTACHMENT 1**

Customer Number	Account Name	District/Authorizer	School Type	Mailing City	Accreditation Status	Initial Accreditation Date	Expiration Date
227812	A. B. McDonald Elementary	Moscow School District	Elementary	Idaho Falls	Accredited	4/17/2020	6/30/2025
228698	Aberdeen High School	Aberdeen District	High School	Aberdeen	Accredited	6/20/2017	6/30/2022
311489	Alturas International Academy	ID Public Charter Comission	Elementary	Idaho Falls	Accredited	6/19/2019	6/30/2024
227893	Alzar School	Private	Wilderness	Cascade	Accredited	6/20/2018	6/30/2023
228764	American Falls High School	American Falls Joint District	High School	American Falls	Accredited	4/17/2020	6/30/2025
260976	American Heritage Charter School	ID Public Charter Comission	Unit School	Idaho Falls	Accredited	4/17/2020	6/30/2025
228070	Another Choice Virtual Charter School	ID Public Charter Comission	Digital Learning	Nampa	Accredited	6/20/2018	6/30/2023
228810	ARTEC Regional Professional Technical Charter School	Minidoka County Joint District	Career Technical	Twin Falls	Accredited	1/28/2016	6/30/2022
228869	Bear Lake High School	Bear Lake County District	High School	Montpelier	Accredited	6/20/2018	6/30/2023
261035	Bennett Mountain High School	Mountain Home School District 193	High School	Mountain Home	Accredited	4/17/2020	6/30/2025
261103	Bingham Academy	ID Public Charter Comission	High School	Blackfoot	Accredited	6/20/2017	6/30/2022
50159	Bishop Kelly High School	The Roman Catholic Diocese of Boise	High School	Boise	Accredited	11/14/2017	6/30/2023
228920	Black Canyon Alternative High School	Emmett Independent District	High School	Emmett	Accredited	6/15/2021	6/30/2026
310777	Blackfoot Charter Community	Blackfoot Charter Community Learning Center Inc.	Elementary	Blackfoot	Accredited	6/19/2019	6/30/2024
228922	Blackfoot High School	Blackfoot District	High School	Blackfoot	Accredited	3/31/2021	6/30/2026
228926	Bliss School	Bliss Joint School District	Unit School	Bliss	Accredited	6/20/2017	6/30/2022
236415	Boise Girls Academy	Private	High School	Nampa	Accredited	6/15/2021	6/30/2026
228932	Boise High School	Boise Independent District	High School	Boise	Accredited	6/20/2018	6/30/2023
227952	Boise State University TRIO Upward Bound	Boise State University	Supplementary	Boise	Accredited	11/2/2016	6/30/2022
228936	Bonniers Ferry High School	Boundary County District	High School	Bonniers Ferry	Accredited	1/23/2020	6/30/2025
228937	Bonneville High School	Bonneville Joint District	High School	Idaho Falls	Accredited	6/19/2019	6/30/2024
227965	Bonneville Online School	Bonneville Joint District	Digital Learning	Idaho Falls	Accredited	8/7/2018	6/30/2023
228941	Borah High School	Boise Independent District	High School	Boise	Accredited	6/20/2018	6/30/2023
228944	Boulder Creek Academy	Private	High School	Bonniers Ferry	Accredited	6/19/2019	6/30/2024
228983	Buhl High School	Buhl Joint District	High School	Buhl	Accredited	6/15/2021	6/30/2026
228986	Burley Junior High School	Cassia County Joint District	Middle School	Burley	Accredited	6/20/2018	6/30/2023
228985	Burley Senior High School	Cassia County Joint District	High School	Burley	Accredited	6/20/2018	6/30/2023
228994	Butte County Middle/High School	Butte County Joint District	High School	Arco	Accredited	6/19/2019	6/30/2024
229007	Caldwell High School	Caldwell District	High School	Caldwell	Accredited	6/19/2019	6/30/2024
229010	Calvary Chapel Christian School-Nampa	Private	Unit School	Nampa	Accredited Under Review	6/22/2016	6/30/2022
229012	Camas County High School	Camas County District	High School	Fairfield	Accredited	1/28/2021	6/30/2026
229015	Cambridge Junior/Senior High School	Cambridge Joint District	High School	Cambridge	Accredited	6/15/2021	6/30/2026
268598	Camelot Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
227865	Canyon Ridge High School	Twin Falls School District	High School	Twin Falls	Accredited	6/20/2018	6/30/2023
229023	Canyon Springs High School	Caldwell District	High School	Caldwell	Accredited	6/15/2021	6/30/2026
229027	Capital High School	Boise Independent District	High School	Boise	Accredited	6/19/2019	6/30/2024
229033	Carey School	Blaine County District	Unit School	Carey	Accredited	6/19/2019	6/30/2024
229049	Cascade Jr./Sr. High School	Cascade District	High School	Cascade	Accredited	6/19/2019	6/30/2024
229057	Cassia Jr/Sr High School	Cassia County Joint District	High School	Burley	Accredited	6/20/2018	6/30/2023
268803	Cassia Regional Technical Center	Cassia County Joint District	Career Technical	Burley	Accredited	6/20/2018	6/30/2023
229059	Castleford Public Schools	Castleford District	Unit School	Castleford	Accredited	6/20/2017	6/30/2022
312461	Cavendish-Teakean Elementary School	Orofino Joint School District 171	Elementary	Lenore	Accredited	6/15/2021	6/30/2026
227847	Centennial Baptist School	Private	Unit School	Caldwell	Accredited	10/31/2019	6/30/2025
268595	Centennial Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
229078	Centennial High School	West Ada Joint School District	High School	Boise	Accredited	6/20/2017	6/30/2022
229084	Central Academy High School	West Ada Joint School District	High School	Meridian	Accredited	6/15/2021	6/30/2026
229091	Central High School	Madison School District 321	High School	Rexburg	Accredited	1/23/2020	6/30/2025
229102	Century High School	Pocatello/Chubbuck District 25	High School	Pocatello	Accredited	6/19/2019	6/30/2024
227808	Challis Jr/Sr High School	Challis Joint District	High School	Challis	Accredited	6/19/2019	6/30/2024
229117	Cherry Gulch	Private	High School	Emmett	Accredited	6/20/2018	6/30/2023

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**ATTACHMENT 1**

Customer Number	Account Name	District/Authorizer	School Type	Mailing City	Accreditation Status	Initial Accreditation Date	Expiration Date
237162	Christian Center School	Private	Unit School	Hayden	Accredited	3/31/2021	6/30/2025
229166	Clark County Jr/Sr High School	Clark County School District	High School	Dubois	Accredited	6/19/2019	6/30/2024
229167	Clark Fork Junior Senior High School	Lake Pend Oreille District	High School	Clark Fork	Accredited	6/15/2021	6/30/2026
229179	Clearwater Valley Junior/Senior High School	Mountain View School District	High School	Kooskia	Accredited	4/17/2020	6/30/2025
317601	Coeur d' Alene Hockey Academy	Private	High School	Coeur d' Alene	Accredited	6/15/2021	6/30/2026
229182	Coeur d'Alene Charter Academy School	Coeur D'Alene Charter Academy Inc.	Unit School	Coeur D Alene	Accredited	6/20/2017	6/30/2022
229183	Coeur d'Alene High School	Coeur D'Alene District	High School	Coeur d'Alene	Accredited	6/20/2017	6/30/2022
228192	Coeur d'Alene Tribal School	Bureau of Indian Affairs	Elementary	Desmet	Accredited	6/15/2021	6/30/2026
229186	Cole Valley Christian School (Grade 7-12)	Private	High School	Meridian	Accredited	6/22/2016	6/30/2023
229185	Cole Valley Christian Schools (PK-Grade 6)	Private	Elementary	Boise	Accredited	11/14/2017	6/30/2021
229203	Columbia High School	Nampa School District	High School	Nampa	Accredited	6/22/2016	6/30/2022
311211	Community School	Private	Unit School	Sun Valley	Accredited	11/14/2017	6/30/2025
231937	Compass Academy	Idaho Falls School District 91	High School	Idaho Falls	Accredited	6/19/2019	6/30/2024
229213	Compass Public Charter School	ID Public Charter Comission	Unit School	Meridian	Accredited	3/31/2021	6/30/2026
229234	CornerStone Christian Academy	Private	Elementary	Post Falls	Accredited	3/31/2021	6/30/2026
229083	COSSA Academy	Canyon-Owyhee School Service Agency (COSSA)	Career Technical	Wilder	Accredited	3/31/2020	6/30/2025
229249	Council Jr/Sr High School	Council District	High School	Council	Accredited	6/19/2019	6/30/2024
229287	Culdesac School	Culdesac Joint District	Unit School	Culdesac	Accredited	6/20/2018	6/30/2023
229317	Deary School	Whitepine Jt School District	Unit School	Deary	Accredited	1/28/2021	6/30/2026
268804	Declo Elementary School	Cassia County Joint District	Elementary	Declo	Accredited	6/20/2018	6/30/2023
229320	Declo Jr High School	Cassia County Joint District	Middle School	Declo	Accredited	6/20/2018	6/30/2023
229319	Declo Sr High School	Cassia County Joint District	High School	Declo	Accredited	6/20/2018	6/30/2023
229341	Dietrich School	Dietrich District	Unit School	Dietrich	Accredited	6/19/2019	6/30/2024
317634	Doral Academy of Idaho	Doral Academy Of Idaho Inc.	Elementary	Meridian	Accredited	10/30/2020	6/30/2024
268805	Dworshak Elementary School	Cassia County Joint District	Elementary	Burley	Accredited	6/20/2018	6/30/2023
229377	Eagle Academy High School	West Ada Joint School District	High School	Eagle	Accredited	6/20/2017	6/30/2022
229379	Eagle High School	West Ada Joint School District	High School	Eagle	Accredited	6/20/2017	6/30/2022
229395	East Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
314171	Elevate Academy Inc	ID Public Charter Comission	High School	Boise	Accredited	1/28/2021	6/30/2026
227695	Emerson Alternative High School	Idaho Falls School District 91	High School	Idaho Falls	Accredited	6/15/2021	6/30/2026
229449	Emmett High School	Emmett Independent District	High School	Emmett	Accredited	3/31/2020	6/30/2025
229485	Fairmont Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
229492	Falcon Ridge Public Charter School	ID Public Charter Comission	Unit School	Kuna	Accredited Under Review	6/20/2018	6/30/2023
229517	Filer High School	Filer District	High School	Filer	Accredited	3/31/2021	6/30/2026
229521	Firth High School	Firth District	High School	Firth	Accredited	6/20/2017	6/30/2022
317724	Foothills School of Arts and Sciences	ID Public Charter Comission	Unit School	Boise	Accredited	10/30/2020	8/30/2024
227821	Forrest M. Bird Charter School	ID Public Charter Comission	High School	Sandpoint	Accredited	6/20/2018	6/30/2023
227905	Frank Church High School	Boise Independent District	High School	Boise	Accredited	3/31/2021	6/30/2026
227866	Franklin County High School	Preston School District 201	High School	Preston	Accredited	6/20/2017	6/30/2022
229562	Fruitland High School	Fruitland District	High School	Fruitland	Accredited	4/17/2020	6/30/2025
229573	Garden Valley Public School	Garden Valley District	Unit School	Garden Valley	Accredited	3/31/2021	6/30/2026
311106	Gem Prep - Pocatello	Gem Innovation	Elementary	Pocatello	Accredited	10/31/2018	6/30/2024
310610	Gem Prep: Nampa	Gem Innovation	Unit School	Nampa	Accredited	10/31/2018	6/30/2024
229824	Gem Prep: Online	Gem Innovation	Digital Learning	Deary	Accredited	6/20/2018	6/30/2023
229590	Genesee School	Genesee Joint District	Unit School	Genesee	Accredited	6/19/2019	6/30/2024
229591	Genesis Preparatory Academy	Private	Unit School	Post Falls	Accredited	3/31/2021	6/30/2025
229619	Glenns Ferry High School	Glenns Ferry Joint District	High School	Glenns Ferry	Accredited	6/22/2016	6/30/2022
229630	Gooding High School	Gooding Joint District	High School	Gooding	Accredited	1/28/2021	6/30/2026
229636	Grace Jr/Sr High School	Grace Joint District	High School	Grace	Accredited	6/22/2016	6/30/2022
268563	Grace Lutheran School	Private	Unit School	Pocatello	Accredited	10/30/2020	7/31/2025

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229644	Grangeville High School	Mountain View School District	High School	Grangeville	Accredited	6/20/2017	6/30/2022
229663	Greenleaf Friends Academy	Private	Unit School	Greenleaf	Accredited	6/15/2021	6/30/2026
229676	Hagerman School	Hagerman Joint District	Unit School	Hagerman	Accredited	6/18/2020	6/30/2024
229686	Hansen Junior/Senior High School	Hansen District	High School	Hansen	Accredited	6/15/2021	6/30/2026
268107	Heartland High School	McCall-Donnelly School District	High School	McCall	Accredited	6/15/2021	6/30/2026
231475	Heritage Community Charter School	ID Public Charter Comission	Unit School	Caldwell	Accredited	6/19/2019	6/30/2024
228237	High Desert High School	Shoshone Joint District	High School	Shoshone	Accredited	6/20/2018	6/30/2023
229740	Highland School	Highland Joint District	Unit School	Craigmont	Accredited	3/31/2020	6/30/2025
50161	Highland Senior High School	Pocatello/Chubbuck District 25	High School	Pocatello	Accredited	6/15/2021	6/30/2026
229745	Hillcrest High School	Bonneville Joint District	High School	Ammon	Accredited	6/15/2021	6/30/2026
229749	Hillside Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
229775	Homedale High School	Homedale Joint District	High School	Homedale	Accredited	4/17/2020	6/30/2025
229789	Hope Christian Academy	Private	High School	Marsing	Accredited Under Review	6/20/2018	6/30/2023
229800	Horseshoe Bend Middle/Sr High	Horseshoe Bend School District	High School	Horseshoe Bend	Accredited	1/28/2021	6/30/2026
227915	ICON (Idaho Connects Online School)	ID Public Charter Comission	Digital Learning	Star	Accredited	6/20/2018	6/30/2023
229821	Idaho Arts Charter School	Nampa School District	Unit School	Nampa	Accredited	6/15/2021	6/30/2026
229822	Idaho City Middle/High School	Basin School District	High School	Idaho City	Accredited	6/19/2019	6/30/2024
259423	Idaho Connects Online (Alt)	ID Public Charter Comission	Digital Learning	Star	Accredited	6/20/2017	6/30/2022
229823	Idaho Digital Learning Academy	IDLA - Idaho Legislature	Digital Learning	Boise	Accredited	3/31/2021	6/30/2026
229825	Idaho Falls High School	Idaho Falls School District 91	High School	Idaho Falls	Accredited	3/31/2021	6/30/2026
228814	Idaho Fine Arts Academy	West Ada Joint School District	High School	Eagle	Accredited	1/29/2019	6/30/2024
312706	Idaho Home Learning Academy	Oneida County District	Digital Learning	Malad City	Accredited	6/15/2021	6/30/2026
229827	Idaho School for the Deaf and Blind	State Department of Education	Unit School	Gooding	Accredited	6/20/2018	6/30/2023
268682	Idaho Science and Technology Charter School	ID Public Charter Comission	Middle School	Blackfoot	Accredited	6/22/2016	6/30/2022
261186	Idaho Technical Career Academy	ID Public Charter Comission	Digital Learning	Meridian	Accredited	6/15/2021	6/30/2026
229828	Idaho Virtual Academy	ID Public Charter Comission	Digital Learning	Meridian	Accredited	3/29/2019	6/30/2024
260140	Idaho Youth Challenge Academy	Orofino Joint School District 171	Tutoring	Orofino	Accredited	6/15/2021	6/30/2026
229840	Independence High School	Blackfoot District	High School	Blackfoot	Accredited	3/31/2021	6/30/2026
227975	Initial Point High School	Kuna Joint District	High School	Kuna	Accredited	6/20/2018	6/30/2023
229852	Innercept Academy	Private	High School	Coeur d'Alene	Accredited	6/19/2019	6/30/2024
229857	INSPIRE, The Idaho Connections Academy	ID Public Charter Comission	Digital Learning	Boise	Accredited	6/20/2017	6/30/2022
227814	iSucceed Virtual High School	ID Public Charter Comission	Digital Learning	Boise	Accredited	6/20/2018	6/30/2023
227809	J. Russell Elementary	Moscow School District	Elementary	Moscow	Accredited	4/17/2020	6/30/2025
229904	Jefferson High School	Jefferson County Jt District	High School	Menan	Accredited	3/31/2021	6/30/2026
229908	Jenifer Middle School	Lewiston Independent School District No. 1	Middle School	Lewiston	Accredited	6/20/2017	6/30/2022
229911	Jerome High School	Jerome Joint District	High School	Jerome	Accredited	4/17/2020	6/30/2025
227811	Juniper Hills - Nampa	Idaho Department of Juvenile Corrections	Adjudicated Students	Nampa	Accredited	6/15/2021	6/30/2026
229941	Juniper Hills High School-St. Anthony	Idaho Department of Juvenile Corrections	Adjudicated Students	St. Anthony	Accredited	6/15/2021	6/30/2026
229942	Juniper Hills School - Lewiston	Idaho Department of Juvenile Corrections	Adjudicated Students	Lewiston	Accredited	6/15/2021	6/30/2026
229949	Kamiah High School	Kamiah Joint District	High School	Kamiah	Accredited	6/22/2016	6/30/2022
229960	Kellogg High School	Kellogg Joint District	High School	Kellogg	Accredited	1/28/2021	6/30/2026
229964	Kendrick Jr/Sr High School	Kendrick Joint School District	High School	Kendrick	Accredited	6/19/2019	6/30/2024
229983	Kimberly High School	Kimberly District	High School	Kimberly	Accredited	6/15/2021	6/30/2026
227861	Kootenai Bridge Academy	ID Public Charter Comission	High School	Coeur D Alene	Accredited	6/20/2018	6/30/2023
230013	Kootenai Jr Sr High School	Kootenai District	High School	Harrison	Accredited	6/19/2019	6/30/2024
230017	Kuna High School	Kuna Joint District	High School	Kuna	Accredited	3/31/2020	6/30/2025
230026	Lake City High School	Coeur D'Alene District	High School	Coeur d'Alene	Accredited	6/20/2017	6/30/2022
228095	Lake Pend Oreille High School	Lake Pend Oreille District	High School	Sandpoint	Accredited	1/28/2021	6/30/2026
230042	Lakeland High School	Lakeland School District	High School	Rathdrum	Accredited	1/28/2021	6/30/2026
230048	Lakeside High School	Plummer-Worley Joint District	High School	Plummer	Accredited	6/20/2017	6/30/2022



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230059	Lapwai Middle/High School	Lapwai School District	High School	Lapwai	Accredited	6/15/2021	6/30/2026
230078	Leadore School	South Lemhi District	Unit School	Leadore	Accredited	6/15/2021	6/30/2026
228271	Legacy Charter School	ID Public Charter Comission	Elementary	Nampa	Accredited	6/19/2019	6/30/2024
227810	Lena Whitmore Elementary	Moscow School District	Elementary	Moscow	Accredited	4/17/2020	6/30/2025
230092	Les Bois Jr. High	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
230097	Lewiston High School	Lewiston Independent School District No. 1	High School	Lewiston	Accredited	6/20/2017	6/30/2022
230110	Liberty Charter School	ID Public Charter Comission	Unit School	Nampa	Accredited	6/20/2017	6/30/2022
230124	Lighthouse Christian School	Private	High School	Twin Falls	Accredited	6/20/2018	6/30/2023
230132	Lincoln High School	Bonneville Joint District	High School	Idaho Falls	Accredited	3/31/2021	6/30/2026
230177	Mackay Junior Senior High School	Mackay Joint District	High School	MacKay	Accredited	1/23/2020	6/30/2025
230179	Madison High School	Madison School District 321	High School	Rexburg	Accredited	1/28/2021	6/30/2026
227822	Madison Junior High School	Madison School District 321	Middle School	Rexburg	Accredited	6/20/2017	6/30/2022
230184	Magic Valley High School	Twin Falls School District	High School	Twin Falls	Accredited	6/19/2019	6/30/2024
230186	Malad High School	Oneida County District	High School	Malad	Accredited	3/29/2019	6/30/2024
230214	Marsh Valley High School	Marsh Valley Joint District	High School	Arimo	Accredited	1/28/2021	6/30/2026
230221	Marsing High School	Marsing Joint District	High School	Marsing	Accredited	1/28/2021	6/30/2026
230236	McCall-Donnelly High School	McCall-Donnelly School District	High School	McCall	Accredited	4/17/2020	6/30/2025
268601	McGhee Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
268602	McSorley Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
230260	Meadows Valley School	Meadows Valley District	Unit School	New Meadows	Accredited	6/20/2018	6/30/2023
230264	Melba Middle/High School	Melba Joint District	High School	Melba	Accredited	6/15/2021	6/30/2026
227902	Meridian Academy High School	West Ada Joint School District	High School	Meridian	Accredited	4/17/2020	6/30/2025
230270	Meridian Medical Arts Charter High School	West Ada Joint School District	High School	Meridian	Accredited	3/31/2021	6/30/2026
230272	Meridian Senior High School	West Ada Joint School District	High School	Meridian	Accredited	6/20/2017	6/30/2022
230273	Meridian Technical Charter High School	West Ada Joint School District	High School	Meridian	Accredited	6/20/2017	6/30/2022
228311	Middleton Academy	Middleton School District	High School	Middleton	Accredited	6/19/2019	6/30/2024
311484	Middleton Heights Elementary	Middleton School District	Elementary	Middleton	Accredited	6/19/2019	6/30/2024
230286	Middleton High School	Middleton School District	High School	Middleton	Accredited	6/19/2019	6/30/2024
230287	Middleton Middle School	Middleton School District	Middle School	Middleton	Accredited	6/19/2019	6/30/2024
230288	Midvale School	Midvale District	Unit School	Midvale	Accredited	3/31/2020	6/30/2025
311485	Mill Creek Elementary	Middleton School District	Elementary	Middleton	Accredited	6/19/2019	6/30/2024
317576	Mini-Cassia Online Learning Academy	Cassia County Joint District	Digital Learning	Burley	Accredited	10/30/2020	6/30/2023
230299	Minico High School	Minidoka County Joint District	High School	Rupert	Accredited	6/19/2019	6/30/2024
230331	Moscow High School	Moscow School District	High School	Moscow	Accredited	4/17/2020	6/30/2025
230332	Moscow Middle School	Moscow School District	Middle School	Moscow	Accredited	4/17/2020	6/30/2025
230349	Mountain Home High School	Mountain Home School District 193	High School	Mountain Home	Accredited	1/28/2021	6/30/2026
230358	Mountain View Alternative High School	Lakeland School District	High School	Rathdrum	Accredited	6/15/2021	6/30/2026
268806	Mountain View Elementary	Cassia County Joint District	Elementary	Burley	Accredited	6/20/2018	6/30/2023
230362	Mountain View High School	West Ada Joint School District	High School	Meridian	Accredited	6/20/2018	6/30/2023
230376	Mt. Harrison Junior/Senior High School	Minidoka County Joint District	High School	Heyburn	Accredited	6/20/2017	6/30/2022
230388	Mullan School	Mullan District	Unit School	Mullan	Accredited	6/20/2018	6/30/2023
230393	Murtaugh Schools	Murtaugh Joint District	Unit School	Murtaugh	Accredited	4/17/2020	6/30/2025
230398	Nampa Christian Schools, Inc.	Private	Unit School	Nampa	Accredited	6/20/2018	6/30/2023
230399	Nampa High School	Nampa School District	High School	Nampa	Accredited	6/15/2021	6/30/2026
230429	New Horizon High School	Pocatello/Chubbuck District 25	High School	Pocatello	Accredited	6/22/2016	6/30/2022
50174	New Plymouth High School	New Plymouth District	High School	New Plymouth	Accredited	6/19/2019	6/30/2024
259243	New Vision High School	Post Falls School District	High School	Post Falls	Accredited	6/19/2019	6/30/2024
230452	Nezperce School	Nezperce Joint District	Unit School	Nez Perce	Accredited	6/20/2018	6/30/2023
230472	North Fremont Jr/Sr High School	Fremont County Joint District	High School	Ashton	Accredited	6/20/2017	6/30/2022
230475	North Gem Senior High School	North Gem District	High School	Bancroft	Accredited	1/28/2021	6/30/2026

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231603	North Idaho Christian School	Private	Unit School	Hayden	Accredited	3/31/2021	6/30/2025
260107	North Idaho Stem Charter Academy	ID Public Charter Comission	Unit School	Rathdrum	Accredited	4/17/2020	6/30/2025
230476	North Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
230494	North Star Charter School	ID Public Charter Comission	Unit School	Eagle	Accredited	1/23/2020	6/30/2025
227830	North Valley Academy	North Valley Academy Inc.	Unit School	Gooding	Accredited	6/20/2017	6/30/2022
230512	Northwest Children's Home Education Center	ID Department of Health and Welfare	Adjudicated Students	Lewiston	Accredited	6/15/2021	6/30/2026
230522	Notus Jr/Sr High School	Notus District	High School	Caldwell	Accredited	6/20/2018	6/30/2023
261338	Novitas Academy	Private	High School	Emmett	Accredited	10/29/2019	6/30/2022
268807	Oakley Elementary School	Cassia County Joint District	Elementary	Oakley	Accredited	6/20/2018	6/30/2023
227806	Oakley Jr/Sr High School	Cassia County Joint District	High School	Oakley	Accredited	6/20/2018	6/30/2023
268603	Orchards Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
312462	Orofino Elementary School	Orofino Joint School District 171	Elementary	Orofino	Accredited	6/15/2021	6/30/2026
230606	Orofino High School	Orofino Joint School District 171	High School	Orofino	Accredited	6/15/2021	6/30/2026
230648	Paradise Creek Regional High School	Moscow School District	High School	Moscow	Accredited	4/17/2020	6/30/2025
230660	Parma High School	Parma District	High School	Parma	Accredited	6/15/2021	6/30/2026
230670	Payette High School	Payette Joint District	High School	Payette	Accredited	6/20/2017	6/30/2022
228131	Payette River Regional Technical Academy	Emmett Independent District	Career Technical	Emmett	Accredited	6/19/2019	6/30/2024
312463	Peck Elementary School	Orofino Joint School District 171	Elementary	Peck	Accredited	6/15/2021	6/30/2026
50149	Pocatello High School	Pocatello/Chubbuck District 25	High School	Pocatello	Accredited	6/20/2018	6/30/2023
230728	Post Falls High School	Post Falls School District	High School	Post Falls	Accredited	3/31/2021	6/30/2026
230730	Potlatch Jr/Sr High School	Potlatch School District 285	High School	Potlatch	Accredited	6/20/2017	6/30/2022
230737	Prairie Jr/Sr High School	Cottonwood Joint District	High School	Cottonwood	Accredited	6/20/2018	6/30/2023
230738	Preston High School	Preston School District 201	High School	Preston	Accredited	6/20/2017	6/30/2022
230741	Priest River-Lamanna High School	West Bonner County District	High School	Priest River	Accredited	6/20/2017	6/30/2022
312879	Project Impact STEM Academy	ID Public Charter Comission	Unit School	Kuna	Accredited	3/31/2021	6/30/2026
311487	Purple Sage Elementary	Middleton School District	Elementary	Caldwell	Accredited	6/19/2019	6/30/2024
268809	Raft River Elementary School	Cassia County Joint District	Elementary	Malta	Accredited	6/20/2018	6/30/2023
230767	Raft River Jr/Sr High School	Cassia County Joint District	High School	Malta	Accredited	6/20/2018	6/30/2023
261238	Rebound School of Opportunity	West Ada Joint School District	High School	Meridian	Accredited	3/31/2021	6/30/2026
227958	Renaissance High School	West Ada Joint School District	High School	Meridian	Accredited	6/20/2018	6/30/2023
230803	Richard McKenna Charter High School	ID Public Charter Comission	Digital Learning	Mountain Home	Accredited	6/20/2018	6/30/2023
230807	Richfield School	Richfield District	Unit School	Richfield	Accredited	3/31/2020	6/30/2025
269495	Ridgevue High School	Vallivue School District	High School	Nampa	Accredited	6/20/2017	6/30/2022
230816	Rigby High School	Jefferson County Jt District	High School	Rigby	Accredited	6/19/2019	6/30/2024
230818	Rimrock Jr/Sr High School	Bruneau-Grand View Joint School District	High School	Bruneau	Accredited	1/28/2021	6/30/2026
230819	Ririe Jr/Sr High School	Ririe Joint School District 252	High School	Ririe	Accredited	6/15/2021	6/30/2026
230829	Riverglen Junior High	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
230837	Riverstone International School	Private	Unit School	Boise	Accredited	1/23/2014	8/30/2022
230843	Robert Janss School	ID Department of Corrections	Adjudicated Students	Boise	Accredited	1/19/2017	6/30/2022
230853	Rockland Public School	Rockland District	Unit School	Rockland	Accredited	6/20/2017	6/30/2022
227829	Rocky Mountain High School	West Ada Joint School District	High School	Meridian	Accredited	6/20/2017	6/30/2022
230856	Rocky Mountain Middle School	Bonneville Joint District	Middle School	Idaho Falls	Accredited	6/20/2018	6/30/2023
230892	Sacajawea Middle School	Lewiston Independent School District No. 1	Middle School	Lewiston	Accredited	6/20/2017	6/30/2022
231578	Sage International School of Boise	ID Public Charter Comission	Unit School	Boise	Accredited Under Review	6/20/2018	6/30/2023
230912	Salmon Jr.-Sr. High School	Salmon District	High School	Salmon	Accredited	6/20/2017	6/30/2022
230914	Salmon River High School	Salmon River Joint School Dist	High School	Riggins	Accredited	6/15/2021	6/30/2026
230927	Sandcreek Middle School	Bonneville Joint District	Middle School	Ammon	Accredited	6/19/2019	6/30/2024
230928	Sandpoint High School	Lake Pend Oreille District	High School	Sandpoint	Accredited	6/19/2019	6/30/2024
259914	SEI Tec Southeastern Idaho	Preston School District 201	Career Technical	Malad City	Accredited	10/31/2018	6/30/2024
231397	Sequel Three Springs	Private	Adjudicated Students	Mountain Home	Accredited Under Review	6/20/2017	6/30/2022

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230989	Shelley High School	Shelley Joint District	High School	Shelley	Accredited	6/19/2019	6/30/2024
231008	Shoshone High School	Shoshone Joint District	High School	Shoshone	Accredited	6/20/2018	6/30/2023
231007	Shoshone-Bannock Jr./Sr. High School	Bureau of Indian Affairs	High School	Fort Hall	Accredited	6/19/2019	6/30/2024
228068	Silver Creek High School	Blaine County District	High School	Hailey	Accredited	6/20/2018	6/30/2023
231034	Skyline High School	Idaho Falls School District 91	High School	Idaho Falls	Accredited	3/31/2020	6/30/2025
231038	Skyview High School	Nampa School District	High School	Nampa	Accredited	6/22/2016	6/30/2022
231043	Snake River High School	Snake River District	High School	Blackfoot	Accredited	4/17/2020	6/30/2025
231051	Soda Springs High School	Soda Springs Joint District	High School	Soda Springs	Accredited	6/20/2018	6/30/2023
231062	South Fremont High School	Fremont County Joint District	High School	St. Anthony	Accredited	6/20/2017	6/30/2022
231065	South Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
231261	St. John Bosco Academy	Private	Unit School	Cottonwood	Accredited	6/15/2021	6/30/2027
231169	St. Maries High School	St Maries Joint District	High School	Saint Maries	Accredited	6/19/2019	6/30/2024
231259	Sugar-Salem High School	Sugar-Salem District 322	High School	Sugar City	Accredited	8/7/2018	6/30/2023
232014	Sugar-Salem Junior High School	Sugar-Salem District 322	Middle School	Sugar City	Accredited	6/19/2019	6/30/2024
260112	Tammany Alternative Center	Lewiston Independent School District No. 1	High School	Lewiston	Accredited	6/20/2017	6/30/2022
231328	Taylor's Crossing Public Charter School	ID Public Charter Comission	Unit School	Idaho Falls	Accredited	6/20/2017	6/30/2022
259846	Technical Careers High School	Bonneville Joint District	Career Technical	Idaho Falls	Accredited	3/29/2019	6/30/2024
231337	Teton High School	Teton County District	High School	Driggs	Accredited	6/19/2019	6/30/2024
231338	Teton Middle School	Teton County District	Middle School	Driggs	Accredited	6/19/2019	6/30/2024
231364	The Learning Academy of Teton Valley, Inc.	Private	Unit School	Driggs	Accredited	6/22/2016	6/30/2022
231372	The North Fork School	Private	Supplementary	McCall	Accredited	4/17/2020	6/30/2025
231378	The Patriot Center	Emmett Independent District	Adjudicated Students	Emmett	Accredited	1/19/2018	6/30/2022
231391	Thomas Jefferson Charter School	Thomas Jefferson Charter School Inc.	Unit School	Caldwell	Accredited	6/20/2017	6/30/2022
312885	Thunder Ridge High School	Bonneville Joint District	High School	Idaho Falls	Accredited	6/19/2019	6/30/2024
231408	Timberlake Senior High School	Lakeland School District	High School	Spirit Lake	Accredited	3/31/2021	6/30/2026
312464	Timberline Elementary	Orofino Joint School District 171	Elementary	Weippe	Accredited	6/15/2021	6/30/2026
231409	Timberline High School	Boise Independent District	High School	Boise	Accredited	6/20/2018	6/30/2023
231410	Timberline High School	Orofino Joint School District 171	High School	Weippe	Accredited	6/15/2021	6/30/2026
311422	Treasure Valley Leadership Academy	Nampa School District	High School	Nampa	Accredited	6/19/2019	6/30/2024
227510	Troy School	Troy School District	Unit School	Troy	Accredited	4/17/2020	6/30/2025
227521	Turning Winds Academic Institute	Private	High School	Bonniers Ferry	Accredited	6/15/2021	6/30/2026
260781	Twin Falls Christian Academy	Private	Unit School	Twin Falls	Accredited	3/31/2021	6/30/2025
227526	Twin Falls High School	Twin Falls School District	High School	Twin Falls	Accredited	1/28/2021	6/30/2026
230813	Union High School	Nampa School District	High School	Nampa	Accredited	6/20/2017	6/30/2022
227805	Valley High School	Valley District	High School	Hazelton	Accredited	3/31/2020	6/30/2025
310814	Valley View Alternative High School	Sugar-Salem District 322	High School	Sugar City	Accredited	10/31/2018	6/30/2024
227828	Vallivue Academy	Vallivue School District	High School	Caldwell	Accredited	6/20/2017	6/30/2022
227580	Vallivue High School	Vallivue School District	High School	Caldwell	Accredited	6/20/2017	6/30/2022
230744	Venture High School	Coeur D'Alene District	High School	Coeur d'Alene	Accredited	6/20/2017	6/30/2022
227824	Victory Charter School	ID Public Charter Comission	Unit School	Nampa	Accredited	6/20/2017	6/30/2022
317439	Virtual School House	West Ada Joint School District	Digital Learning	Meridian	Accredited	6/15/2021	6/30/2026
227917	Vision Charter School	ID Public Charter Comission	Unit School	Caldwell	Accredited	6/20/2018	6/30/2023
227617	Wallace Jr./Sr. High School	Wallace School District 393	High School	Wallace	Accredited	6/20/2018	6/30/2023
228063	Watersprings School	Private	High School	Idaho Falls	Accredited	6/15/2021	6/30/2026
268604	Webster Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
227649	Weiser High School	Weiser School District	High School	Weiser	Accredited	6/20/2018	6/30/2023
227656	Wendell High School	Wendell District	High School	Wendell	Accredited	3/29/2019	6/30/2024
227669	West Jefferson High School	West Jefferson District	High School	Terreton	Accredited	1/28/2021	6/30/2026
227671	West Junior High School	Boise Independent District	Middle School	Boise	Accredited	6/20/2017	6/30/2022
227676	West Park Elementary School	Moscow School District	Elementary	Moscow	Accredited	4/17/2020	6/30/2025

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**ATTACHMENT 1**

Customer Number	Account Name	District/Authorizer	School Type	Mailing City	Accreditation Status	Initial Accreditation Date	Expiration Date
227681	West Side High School	West Side Joint District	High School	Dayton	Accredited	6/19/2019	6/30/2024
268808	White Pine Elementary	Cassia County Joint District	Elementary	Burley	Accredited	6/20/2018	6/30/2023
268605	Whitman Elementary School	Lewiston Independent School District No. 1	Elementary	Lewiston	Accredited	6/20/2017	6/30/2022
227718	Wilder High School	Wilder District	High School	Wilder	Accredited	6/19/2019	6/30/2024
227752	Wood River High School	Blaine County District	High School	Hailey	Accredited	1/28/2021	6/30/2026
227823	Xavier Charter School	ID Public Charter Comission	Unit School	Twin Falls	Accredited Under Review	6/20/2018	6/30/2023

**Systems Accredited**

Customer Number	Account Name	District/Authorizer	School Type	Mailing City	Accreditation Status	Initial Accreditation Date	Expiration Date
227401	Cassia County Joint District	Cassia County Joint Distirct		Burley	Accredited	6/20/2018	6/30/2023
312783	Idaho Department of Juvenile Corrections	State Department of Corrections		Boise	Accredited	6/15/2021	6/30/2026
228322	Lewiston Independent School District No. 1	Lewiston Independent District		Lewiston	Accredited	6/20/2017	6/30/2022
228827	Middleton School District	Middleton School District		Middleton	Accredited	6/19/2019	6/30/2024
228355	Moscow School District	Moscow School District		Moscow	Accredited	4/17/2020	6/30/2025
228430	Orofino Joint School District 171	Orofino Joint School District		Orofino	Accredited	6/15/2021	6/30/2026

Accredited School by Category	Public / Charter	Private / Agency	Total
High School/Career Techincal	165	12	177
Middle School	20	0	20
Elementary	30	2	32
Unit (k-12) School	39	13	52
Digital School	14	0	14
Supplementary School	1	1	2
Special Purpose (Adjudicated, Tutoring)	7	2	9
Early Childhood	0	0	0
District	6	0	6
<b>Total</b>	<b>282</b>	<b>30</b>	<b>312</b>

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**PROFESSIONAL STANDARDS COMMISSION**

**SUBJECT**

Appointment to the Professional Standards Commission

**REFERENCE**

April 2017	Board approved one (1) appointment and three (3) reappointments to the Professional Standards Commission.
August 2017	Board approved one (1) appointment to the Professional Standards Commission.
April 2018	Board approved seven (7) appointments/reappointments to the Professional Standards Commission.
June 2018	Board approved one appointment to the Professional Standards Commission.
April 2019	Board approved seven (7) appointments to the Professional Standards Commission.
April 2020	Board approved four appointments to the Professional Standards Commission.
June 2020	Board approved one (1) appointment to the Professional Standards Commission.
April 2021	Board approved four (4) appointments to the Professional Standards Commission.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The Commission consists of eighteen (18) members including one (1) from the State Department of Education (SDE) and one (1) from the Idaho Division of Career Technical Education (IDCTE). The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) in pupil personnel services. The Idaho School Superintendents' Association, the Idaho Association of Secondary School Principals, the Idaho Association of Special Education Administrators, the Idaho School Boards Association, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

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A PSC member representing certificated classroom teachers has taken an out-of-state position, resulting in a vacancy on the PSC. A nominee appointed to fill the vacancy will fill the remainder of the vacated term which ends June 30, 2023. Nominations to fill the vacancy were sought from the Idaho Education Association (IEA), Northwest Professional Educators, and the Idaho Indian Education Committee (IIEC).

Resumes of the following interested individuals were submitted by the IEA for consideration:

Lindsey McKinney  
Stacey Jensen  
Julie Morris

Resumes of the following interested individuals were submitted by the IIEC for consideration:

Georgia Sobotta  
Taylor Chanel Harming

In consideration of professional qualifications and the makeup of current PSC membership, PSC Administrator Lisa Colón Durham recommends the appointment of Taylor Chanel Harming to the Professional Standards Commission.

**IMPACT**

Board action allows for appropriate representation of certificated classroom teachers on the Professional Standards Commission in compliance with Section 33-1252, Idaho Code.

**ATTACHMENTS**

Attachment 1 – Current Professional Standards Commission Membership

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1252(2), Idaho Code, "Except for the member from the staff of the State Department of Education, and the member from the staff of the Division of Career Technical Education, three (3) nominees for each position on the commission shall be submitted to the State Superintendent of Public Instruction, for the consideration of the State Board of Education. Any state organization of teachers whose membership is open to all certificated teachers in the state may submit nominees for positions to be held by classroom teachers; the Idaho Association of School Superintendents may submit nominees for one (1) position, the Idaho Association of Secondary School Principals may submit nominees for one (1) position; the Idaho association of elementary school principals may submit nominees for one (1) position; the Idaho School Boards Association may submit nominees for one (1) position; the Idaho Association of Special Education Administrators may submit nominees for one (1) position; the education departments of the private colleges of the state may submit nominees for one (1)

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position, the community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position.”

Additionally, Section 33-1252, Idaho Code, requires not less than seven (7) members be certificated classroom teachers in the public schools system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. While not required, historical practice has been to identify whether a teacher serving on the commission is an elementary or secondary school teacher to assure a balance in the representation on the Commission.

At the June 2016 Regular Board meeting, the Board requested the SDE amend its practices when requesting nominations to the PSC. The new practice would be for the SDE to reach out not only to the statutorily identified stakeholder groups, but to also reach out to other education community groups to allow individuals who are not connected to the standard communications process an opportunity to apply or submit nominations for open positions. Specifically, it was discussed that there was a need for educators who work with underserved populations to have an opportunity to serve on the PSC. The Board’s Indian Education Committee expressed an interest in nominating individual educators to the Commission if notified in advance of openings.

Original appointments are made for a term of three years. Appointments to fill vacant positions are made for the remainder of the term they are filling. This process helps to limit the number of new appointments that have to be made in a single year and helps to assure some continuity of membership on the PSC.

**BOARD ACTION**

I move to appoint Taylor Chanel Harming, representing certificated classroom teachers, to the Professional Standards Commission, effective immediately through June 30, 2023.

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

## 2021-2022 Member Roster

**Chair, Kathy Davis**

Classroom Teacher  
St. Maries Joint School District #041  
Term 7/1/19 – 6/30/22

Tate Castleton, Elementary Principal  
Homedale Joint School District #370  
Term 7/1/21 – 6/30/24

Kristi Enger, Educator Certification Director  
Idaho Career Technical Education  
Term 7/1/21 – 6/30/24

Angela Gillman, Classroom Teacher  
Idaho Falls School District #091  
Term 7/1/21 – 6/30/24

Mark Gorton, Classroom Teacher  
Lakeland Joint School District #272  
Term 7/1/19 – 6/30/22

Mark Haynal, Public Teacher Education  
Lewis-Clark State College  
Term 7/1/19 – 6/30/22

Katie Horner, Classroom Teacher  
Murtaugh School District #418  
Term 7/1/21 – 6/30/24

Paula Kellerer, School Superintendent  
Nampa School District #131  
Term 7/1/20 – 6/30/23

Ramona Lee, Special Education Administrator  
West Ada School District #002  
Term 7/1/20 – 6/30/23

**Vice Chair, Steve Copmann**

Secondary Principal  
Cassia County School District #151  
Term 7/1/19 – 6/30/22

Peter McPherson, Chief Deputy Superintendent  
State Department of Education  
Term 7/1/21 – 6/30/24

Jamee Nixon, College of Letters and Sciences  
Northwest Nazarene University  
Term (Partial) 7/1/20 – 6/30/22

Karen Pyron, School Board Member  
Butte County School District #111  
Term 7/1/21 – 6/30/24

Lori Sanchez, Private Teacher Education  
Northwest Nazarene University  
Term 7/1/21 – 6/30/24

Marianne Sletteland, Exceptional Child Teacher  
Moscow School District #281  
Term 7/1/19 – 6/30/22

Mike Wilkinson, Pupil Service Staff  
Twin Falls School District #411  
Term 7/1/19 – 6/30/22

Emma Wood, Public Teacher Education  
Idaho State University  
Term 7/1/20 – 6/30/23

VACANT, Classroom Teacher



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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Emergency Provisionals Certificate Approval

**REFERENCE**

February 2021	Board approved fifty-two (52) provisional certificates for the 2020-21 school year.
April 2021	Board approved thirteen (13) provisional certificates for the 2020-21 school year.
June 2021	Board reviewed six (6) provisional certificates for the 2020-21 school year. Five (5) applications were approved and one (1) application was not approved.
August 2021	Board approved two (2) provisional certificates for the 2021-22 school year. Board approved Emergency Provisional Certificate Application Process.

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-1201 and 33-1203, Idaho Code.

**BACKGROUND/DISCUSSION**

Nineteen (19) complete emergency provisional applications were received by the State Department of Education by August 27, 2021 from the school districts listed below. These applications, for the 2021-22 school year, were reviewed by the Certification staff of the State Department of Education using the State Board approved Emergency Provisional Certificate Application Process. The Emergency Provisional Certificate allows a school district or charter school to request one-year certification/endorsement in an emergency situation for a candidate who does not hold the required Idaho certificate/endorsement to fill a position. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

**Kuna School District #3**

**Applicant Name:** Melissa Millward

**Endorsement(s):** All Subjects (K-8)

**College Training:** Associate degree

**Declared Emergency Date:** 6/8/2021

**Hire/Assignment Date:** 8/1/2021

**Summary of Recruitment Efforts:** Ms. Millward has been used as the long term sub in 1st grade during the last few years at this particular school. Ms. Millward is finishing her baccalaureate degree and her K8 endorsement. No other applicants matched her qualification for this particular job.

**Applicant Name:** Lisa Uitdwilligen-Wood

**Endorsement(s):** Family and Consumer Science

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**College Training:** Baccalaureate degree

**Declared Emergency Date:** 6/8/2021

**Hire/Assignment Date:** 7/1/2021

**Summary of Recruitment Efforts:** The school district had no applicants for this job after more than two weeks. The job is still currently posted and there are still no applicants. Lisa is in her final year in the Family and Consumer Science program at Montana State University.

**Comments:** CTE reviewed.

**Cassia County Joint School District #151**

**Applicant Name:** Natalie Buck

**Endorsement(s):** All Subjects (K-8)

**College Training:** Associate degree

**Declared Emergency Date:** 9/16/21

**Hire/Assignment Date:** 8/14/21

**Summary of Recruitment Efforts:** There were three vacancies, two were interviewed and Ms. Buck was the best fit.

**Applicant Name:** Alison Burgess

**Endorsement(s):** All Subjects (K-8)

**College Training:** 87 credits

**Declared Emergency Date:** 5/20/21

**Hire/Assignment Date:** 6/11/21

**Summary of Recruitment Efforts:** Ms. Burgess originally applied for an alternative authorization, content specialist route. Student teaching is not being assigned until Fall 2023.

**Applicant Name:** Kimberly Hammond

**Endorsement(s):** All Subjects (K-8)

**College Training:** 88 credits

**Declared Emergency Date:** 8/19/21

**Hire/Assignment Date:** 8/19/21

**Summary of Recruitment Efforts:** Posted two positions on 8/9/2021 with two applicants and interviewed both applicants. Ms. Hammond was the best fit for this position.

**Applicant Name:** Candace Hobson

**Endorsement(s):** Family and Consumer Science (6-12)

**College Training:** Baccalaureate degree

**Declared Emergency Date:** 8/19/21

**Hire/Assignment Date:** 7/13/21

**Summary of Recruitment Efforts:** Ms. Hobson was the most qualified and seemed like a great fit for our district. There were two applicants and two interviews conducted.

**Comments:** CTE reviewed.

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**Applicant Name:** Brandon Hosteen  
**Endorsement(s):** Natural Science (6-12)  
**College Training:** 131 credits  
**Declared Emergency Date:** 9/16/21  
**Hire/Assignment Date:** 5/18/21  
**Summary of Recruitment Efforts:** There were two vacancies, two people were interviewed and Mr. Hosteen was the best fit.

**Joint Hagerman School District #233**

**Applicant Name:** Micah Pope  
**Endorsement(s):** Mathematics (6-12), Physical Education (K-12)  
**College Training:** 111 credits  
**Declared Emergency Date:** 6/14/21  
**Hire/Assignment Date:** 8/9/21  
**Summary of Recruitment Efforts:** The position was advertised from March 16, 2021 through June 14, 2021. Of the three applicants, two were certified and two were not. One of the applicants withdrew his application the day of the scheduled interview and the other refused the position upon realizing it was for high school, not middle school. Based on lack of certified candidates, the district considered the situation to be an emergency.

**Mountain View School District #244**

**Applicant Name:** Jana Kroupa  
**Endorsement(s):** All Subjects (K-8)  
**College Training:** Associate degree  
**Declared Emergency Date:** 8/16/21  
**Hire/Assignment Date:** 8/23/21  
**Summary of Recruitment Efforts:** There were fourteen vacancies and six people were interviewed. The district indicated it is very difficult to find certified teachers who are willing to move to a rural area. They picked the most qualified person out of a limited pool of candidates that will do the job and work well with the school culture and staff.

**Minidoka County Joint School District #331**

**Applicant Name:** Josua Anderson  
**Endorsement(s):** All Subjects (K-8)  
**College Training:** Baccalaureate degree  
**Declared Emergency Date:** 6/21/21  
**Hire/Assignment Date:** 6/14/21  
**Summary of Recruitment Efforts:** The position was open for 18 days and had two candidates apply. One of the candidates was hired at a different elementary school. The school district felt Mr. Anderson would be great in the position, especially with his bilingual background.

**Applicant Name:** Natalie Chandler  
**Endorsement(s):** All Subjects (K-8)

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**College Training:** Associate degree

**Declared Emergency Date:** 8/16/21

**Hire/Assignment Date:** 5/17/21

**Summary of Recruitment Efforts:** The position was opened March 19th and closed May 13th. The administration completed many interviews for the 14 positions available. All of the qualified, certified and reference checked applicants were hired in the district. This year, the district will need to fill more than 55 certified positions.

**Applicant Name:** Akayla Garner

**Endorsement(s):** All Subject (K-8)

**College Training:** 51 credits

**Declared Emergency Date:** 9/27/21

**Hire/Assignment Date:** 8/14/21

**Summary of Recruitment Efforts:** Three applicants, two were interviewed. Ms. Garner was the most qualified.

**Applicant Name:** Shaylee Gilchrist

**Endorsement(s):** All Subjects (K-8)

**College Training:** 88 credits

**Declared Emergency Date:** 6/14/21

**Hire/Assignment Date:** 6/14/21

**Summary of Recruitment Efforts:** The position posted April 1st and is still posted. Ms. Gilchrist worked in the building as a paraprofessional and has done a great job. This year, the district will need to fill more than 55 certified positions.

**Applicant Name:** Kristy Herbert

**Endorsement(s):** Mathematics (6-12)

**College Training:** Baccalaureate degree

**Declared Emergency Date:** 8/16/21

**Hire/Assignment Date:** 8/6/21

**Summary of Recruitment Efforts:** One applicant.

**Applicant Name:** Heather Murphy

**Endorsement(s):** All Subjects (K-8)

**College Training:** Baccalaureate degree

**Declared Emergency Date:** 7/19/21

**Hire/Assignment Date:** 7/19/21

**Summary of Recruitment Efforts:** Position was posted May 13th and is still posted. Need to fill 55 positions.

**Applicant Name:** Kallie Stanger

**Endorsement(s):** All Subjects (K-8)

**College Training:** 58 credits

**Declared Emergency Date:** 9/27/21

**Hire/Assignment Date:** 6/14/21

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**Summary of Recruitment Efforts:** Thirty-one applicants, twenty-five were hired.

**Applicant Name:** San Juana Valero Acosta

**Endorsement(s):** All Subjects (K-8)

**College Training:** 88 credits

**Declared Emergency Date:** 8/16/21

**Hire/Assignment Date:** 8/16/21

**Summary of Recruitment Efforts:** Advertised for four positions, interviewed three, hired two.

**Teton School District #401**

**Applicant Name:** Nathalie Pena-Trujillo

**Endorsement(s):** All Subjects (K-8)

**College Training:** Associate degree

**Declared Emergency Date:** 6/14/21

**Hire/Assignment Date:** 06/01/21

**Summary of Recruitment Efforts:** Five vacancies and two candidates were interviewed. No applicants were fluent in Spanish and properly endorsed. Ms. Pena-Trujillo has substituted in the district and is fluent in Spanish.

**Cascade School District #422**

**Applicant Name:** Kristina Rowley

**Endorsement(s):** Visual Arts (K-12)

**College Training:** 83 credits

**Declared Emergency Date:** 6/16/21

**Hire/Assignment Date:** 8/28/21

**Summary of Recruitment Efforts:** Our K-12 Art teacher retired this school year and we have had this one applicant since the vacancy was posted over a month ago. This art teacher position makes up 25% of the elective courses that we are able to offer our students and satisfies two credits that are required to meet a graduation requirement.

**IMPACT**

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position as required by Idaho Code § 33-1201 and the position will be filled by a long-term substitute teacher. Substitute teachers are not funded at the certificated staff rates.

**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 "the limited fields of trades and industries,

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and specialists certificates of school librarians and school nurses.” In the case of emergencies, which must be declared, “the State Board may authorize the issuance of provisional certificates based on not less than two (2) years of college training.”

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 noncertificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser-classified staff rate.

A process for approving provisional certificates was approved by the Board at the April 2019 Regular Board meeting to limit the timeline for emergency provisional certificates to come to the Board. The approved provisions required requests, for the current school year, to come to the Board at no later than the April Regular Board meeting. The process was amended at the August 2019 Regular Board meeting to provide an extension of this timeframe “subject to extenuating circumstances” such as when an LEA loses a staff member after the January Commission meeting deadline. In order to meet the April Board meeting agenda material deadline in March of each year, the certification request is required to be submitted in January to make it through the Commission/Department process. Due to the length of time it took to process the requests when commission recommendations were included in the process, the Board amended the process again at the August 2021 Regular Board meeting.

**BOARD ACTION**

I move to approve one-year emergency provisional certificates in the endorsement area(s) at the specified school districts as provided herein for the 2021-22 school year for the following individuals: Melissa Millward, Lisa Uitdwilligen-Wood, Natalie Buck, Alison Burges, Kimberly Hammond, Candace Hobson, Brandon Hosteen, Micah Pope, Jana Kroupa, Joshua Anderson, Natalie Chandler, Akayla Garner, Shaylee Gilchrist, Kristy Herbert, Heather Murphy, Kallie Stanger, San Juana Valero Acosta, Nathalie Peno-Trujillo, Kristina Rowley.

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