

**CONSENT
FEBRUARY 17, 2022**

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BOARD ACTION

I move to approve the consent agenda.

BOISE STATE UNIVERSITY

SUBJECT

Certificate in Interventional Radiology and Interventional Cardiology

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to offer Interventional Radiology and Interventional Cardiology, a recently created fully online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

Interventional radiology is defined as a medical subspecialty that performs various minimally invasive procedures using imaging. This field of study addresses cardiovascular disease and cancer, as well as others, the leading causes of death in the United States. The workforce demand for trained interventional radiology professionals is stable and steadily increasing.

Boise State University's certificate in Interventional Radiology and Interventional Cardiology is a relevant option for health care professionals who have a degree but want to transition into interventional work. The certificate aligns with the American Registry of Radiologic Technologists (ARRT) certification. Additionally, recent changes to national boards require specialized education (i.e., proven completion of in-field education.) Working professionals may enroll in Boise State University's certificate track to earn credit to retain their jobs or seek an increase in salary.

This program is designed for students who are either already working in an interventional setting and need to obtain the required education to sit for their national boards or are trying to obtain the education they need to be hired into this role.

IMPACT

A report published by Indeed.com (Nov. 2020) shows that the American Registry of Radiologic Technology (ARRT) certification ranks #15 for the top 20 most in-demand certifications in 2020. The certificate helps to fill a shortage of healthcare professionals. The need for healthcare services is increasing due to the aging population as well as the ongoing global pandemic. This need has been exacerbated by those leaving the profession due to burnout.

BSU will be offering this online certificate program at a very market competitive rate of \$395 per credit hour. Textbooks are bundled and used for multiple program

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courses to reduce costs. Students can finish this certificate in two semesters. The program will utilize existing personnel and courses from the Imaging Sciences program to implement this program. There are no other similar programs at Idaho public institutions.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R.3.b.ii. The price-point of \$395 for the proposed online certificate aligns with other Imaging Sciences undergraduate online programs. The total credit hours required for the certificate is 21. The cost of the program would be \$8,295.00 (21 credits at \$395 per credit).

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University has established a price point for this online, undergraduate certificate that is consistent with most of their similar programs. The certificate will allow students to demonstrate competencies, making them stronger candidates in industry. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to offer Certificate in Interventional Radiology and Interventional Cardiology to be offered online utilizing an online program fee model. The certificate program will charge an online program fee of \$395 per credit.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOISE STATE UNIVERSITY

SUBJECT

Certificate in Resort Operations and Hospitality Management

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to offer Resort Operations and Hospitality Management (ROHM), a recently created fully online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

This certificate is responding to a need expressed by community leaders in McCall, and by Idaho businesses in recreation and the hospitality industry in general. Leaders in the McCall business community have identified a need to upskill the workforce and to increase access to educational opportunities for the next generation of local business leaders. This program will enable students to earn a certificate with an emphasis in real-life skills, knowledge, and tools for working in and leading Idaho's recreational and hospitality businesses.

This certificate program will be a natural extension to Boise State University's Community Impact Program. This certificate will also be integrated into the online Management BBA such that credits earned in the ROHM certificate will be transferable to the online Management BBA.

IMPACT

The certificate will help stimulate the state economy by expanding access to resort operations and hospitality management skills and methodologies to students and community members. Graduates of the certificate will effectively contribute to the economic development of their communities.

Graduates of this certificate will be able to advance with their current employer, or grow in a new venture. The certificate will introduce students to the field of resort operations and hospitality management, or provide an introduction into the field for the person changing careers.

The program is expected to have 15 students on inception, due to the aforementioned relationship with various McCall, Idaho businesses, including Brundage Mountain Resort. At this time, we expect the program to stay relatively small initially in order to be able to provide the desired focused education and business experience through internships.

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The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.b.ii. The price-point of \$350 for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. The certificate is 17-19 credits (requiring 1-3 credits of internship depending on student background and experience, thus, the cost of the certificate will vary from \$5,950 to \$6,650 (17 to 19 credits at \$350 per credit).

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State has established a price point for this online, undergraduate certificate that is consistent with most of their similar programs. The certificate will allow students to demonstrate competencies, making them stronger candidates in industry. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to offer the certificate in Resort Operations and Hospitality Management (ROHM), a recently created fully online certificate utilizing an online program fee model. The certificate program will charge an online program fee of \$350 per credit.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BOISE STATE UNIVERSITY

SUBJECT

Multi-year lease to T-Mobile for Mobile Communications Antenna

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) requests permission to enter into a license agreement with T-Mobile to install and operate an antenna on the roof of Albertsons Library. The proposed contract is for a period of ten years with one five year renewal option, exercised at T-Mobile's option.

BSU works closely with wireless carriers to provide data and phone services to University constituents and the community within the geographical proximity of the Boise State campus. BSU has successfully worked with Verizon to improve data and phone service in Albertsons Stadium and the ExtraMile Arena. Like Verizon, T-Mobile is interested in providing data and phone services that align with ever increasing consumer expectations for reliability and speed. T-Mobile's mid-band spectrum is capable of improving service to the Boise State campus.

The proposed contract includes a site option payment of \$5,000 and monthly payments of \$4,000 (with annual escalations of 3%) for the term of the agreement, for a ten year total of \$571,774. If the renewal option is exercised, total payment from T-Mobile is \$924,530. T-Mobile is responsible for all costs related to the system, including installation, maintenance and operating costs, and utilities. T-Mobile will work with BSU on design and modification approval, future upgrades, and site access coordination.

IMPACT

T-Mobile's mobile communications antenna atop the Albertsons Library will provide more reliable service and faster data transmission rates for T-Mobile customers. Additionally, the Games, Interactive Media, and Mobile Technology (GIMM) and Office of Information Technology (OIT) have further strengthened BSU's relationship with T-Mobile by engaging in knowledge transfer and learning development efforts related to Smart Campus initiatives. The combination of academic and administrative interest in high-bandwidth data transmissions may provide BSU with additional options related to wayfinding applications and more resilient emergency services communications.

ATTACHMENTS

Attachment 1 – Site Lease

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BOARD STAFF COMMENTS AND RECOMMENDATIONS

This project demonstrates Boise State's commitment to providing data and phone services to its constituents and the community in a time of increasing demand for reliable and fast service.

Staff recommends approval of this project.

BOARD ACTION

I move to approve the request by Boise State University to enter into a multi-year site lease agreement with T-Mobile West LLC for the placement of equipment and improvements related to the provision of wireless communications services.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between **Boise State University**, an Idaho institution of higher education ("Landlord") and **T-Mobile West LLC**, a Delaware limited liability company ("Tenant").

Landlord and Tenant agree to the following:

1. **Property Description**. Landlord is the owner of the real property located at 1865 Cesar Chavez Lane, Boise, Idaho 83725, as further described on **Exhibit A** (the "Property"). The Property includes One Hundred Sixty (160) square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "Premises"). In addition to the square footage specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning board(s) having jurisdiction over the Property, and the University Architect. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade within the footprint of the Premises.

2. **Option**. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The option period shall commence on the Effective Date and shall continue for one (1) year (the "Option Period"). The Option Period will be automatically extended for one (1) additional and successive one (1) year period, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord Five Thousand and No/100 dollars (\$5,000.00).

3. **Landlord Cooperation**. After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses**. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation or replacement of any and all Antenna Facilities (the "Permitted Uses") within the leased area for no fee and coordinated with the Landlord in a mutually acceptable manner. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use within reason and as coordinated with the Landlord

in a mutually acceptable manner, as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be ten (10) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for one (1) successive renewal term of five (5) years ("**Renewal Term**") provided, however that Tenant may elect not to renew by providing notice prior to the expiration of the then-current term.

c) Upon the expiration of the Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may elect not to renew by providing notice to Tenant at least six (6) months prior to the expiration of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Four Thousand and No/100 dollars (\$4,000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive year shall be increased by three (3%) percent of the Rent for the immediately preceding year. The Rent for each Extended Period shall be increased by three (3%) percent of the Rent for the immediately preceding year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

8. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility related equipment and/or construct and install new utility related equipment and lines, excluding a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**") as coordinated with the Landlord in a mutually acceptable manner. The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "**Utility Fees**") shall be payable, by one of the following methods:

a) **Separate Meter.** Tenant may install a separate meter at any time during the Term of the Lease and will remit payment directly to the utility provider.

b) **Submeter**

(i) **Smart Submeter.** Tenant may install a submeter that can be remotely managed and read ("**Smart Submeter**"). The Smart Submeter will be read on a **regular/ quarterly** basis and Tenant will be directly invoiced for its Utility Fees, with a copy provided to Landlord's email address. Tenant will remit payment to the Landlord within thirty (30) days of receipt of the invoice; or

(ii) **Manually-Read Submeter.** Tenant may install a sub-meter to monitor Tenant's electrical usage which will be read by Landlord on a monthly basis and which determine Tenant's actual electrical usage. Tenant shall pay to Landlord on a monthly basis for such actual usage within 30 days of receipt of an invoice. The invoice must list the current and previous readings along with the kWh cost, and the building utility invoice must accompany the invoice.

c) If Tenant does not install a separate meter or submeter, Tenant shall pay Landlord Utilities Fees in the amount of Three Hundred Dollars (\$300.00) per month for its utility usage when usage commences.

9. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated for the time period where Tenant was denied access to the Antenna Facilities.

b) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

c) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, installation, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

d) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default. In the event Landlord, its employees or agents impede or deny access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, have the right to deduct from the Rent due under this Lease five hundred and no/100 dollars (\$500.00) per day for each day that access is impeded or denied.

10. **Termination.** Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. **Default and Right to Cure.**

(a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however,

will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

13. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge. In the event that Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Landlord shall provide Tenant with written notice of any taxes due that Landlord fails to pay.

14. **Insurance and Subrogation and Indemnification.**

- a) Boise State University, referred hereafter as "Institution" is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, Institution shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than \$500,000), as well as worker's compensation coverage for its employees, as required under Idaho Code Section 72-301. Institution's liability coverage shall cover the actions of Institution and its employees, agents, students, and faculty while acting in the course and scope of employment. Institution's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919. Institution shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code section 72-301. Upon Agency's request, Institution shall provide proof of such coverage to Agency.
- b) The Contractor and its subcontractors are required to carry the types and limits of insurance shown in this Request, and to provide Boise State University ("Certificate Holder") with a Certificate of Insurance within thirty (30) days of the signing of this Contract.
Certificate Holder shall read:
State of Idaho and Boise State University
Attn: Risk Management
1910 University Drive
Boise, Idaho 83725-1245
 - i) All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation of any insurance referred to in the certificate.
 - ii) All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.
 - iii) All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain, with respect to the negligent acts or willful misconduct of Contractor.

ATTACHMENT 1

- iv) All policies (except Workers Compensation and Professional Liability and Property policies) shall include the following as Additional Insured: State of Idaho and Boise State University.
 - v) Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
 - vi) Failure to maintain the required insurance may result in termination of this contract at the Certificate Holder's option.
 - vii) By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the terms of the grant or contract.
 - viii) Required Insurance Coverage. Contractor shall obtain insurance of the types and in the amounts described below.
 - ix) Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$2,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.
 - x) Commercial Auto Insurance. Contractor shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.
 - xi) Business Personal Property and/or Personal Property. Contractor shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
 - xii) Workers' Compensation. Where required by law, Contractor shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.
- c) Professional Liability. If professional services are supplied to the University, Contractor shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000). All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated

claim against the other party.

- d) To the extent permitted by Idaho law and subject to the limitations of liability specified in Sections 6-901 through 6-929, inclusive, Idaho Code (the "Idaho Tort Claims Act"), and subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages. Nothing herein shall be deemed to constitute a waiver by Landlord of any privilege, protection, or immunity otherwise afforded to it under the Idaho Constitution, Idaho Tort Claims Act, or other applicable law. Nothing contained herein shall be deemed a waiver of Landlord's sovereign immunity, which is hereby expressly retained. Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.
- e) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.
- f) The provisions of subsections (c) and (d) above shall survive the expiration or termination of this Lease.

15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: Lease Compliance/ SL08081A

If to Landlord, to:

Boise State University
 c/o Finance and Leasing
 1910 University Drive
 Boise, Idaho 83725-1247
jeffbanka@boisestate.edu

Per the W-9 Form Rent is to be paid to:

Boise State University
 1910 University Drive
 Boise, Idaho 83725

16. **Quiet Enjoyment, Title and Authority.** Subject to State Board of Education policy, including but not limited to any requirements for long term leases to be formally approved by the Board, Landlord covenants and warrants, following any such required approval that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Tenant shall also have the right to provide access and easement rights existing under this Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for

performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation.

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Tenant will be responsible for all expenses incurred that are necessary to accommodate the Work and Landlord will impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

~~b)~~ If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iii) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (iv) such relocation shall be performed exclusively by Tenant or its agents; and (v) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

ATTACHMENT 1

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Boise State University

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

Property address of 1865 Cesar Chavez Lane, Boise, Idaho 83725
Assessor's tax parcel number of S1010346610

The Property is legally described as follows:

PAR #6610 IN S2 SEC 10 & N2 SEC 15 3N 2E 242-5

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

(Separate Document to be Executed)

**Memorandum
of
Lease**

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: SL08081A

APN: S1010346610
Loan No. N/A

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between **Boise State University**, an Idaho institution of higher education ("Landlord") and **T-Mobile West LLC** a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to one (1) additional and successive one (1) year period unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for ten (10) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for one (1) additional and successive five (5) year term which may be extended for up to nine (9) additional and successive one-year periods.

ATTACHMENT 1

5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Boise State University

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

TENANT: T-Mobile West LLC

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

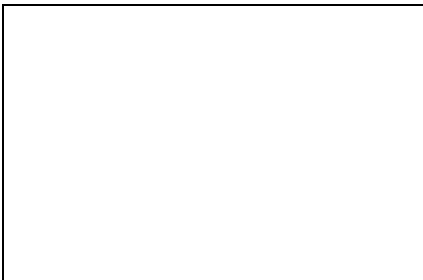
[Notary block for Landlord] [Substitute State-Specific Acknowledgement Form if Content Differs]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

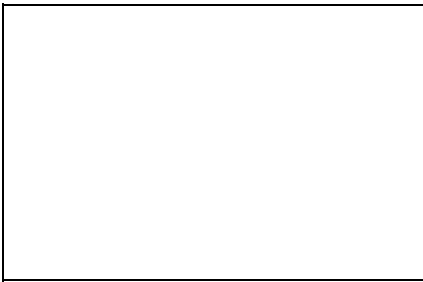
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of **T-Mobile West LLC** a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

 Notary Public
 Print Name _____
 My commission expires _____

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

PAR #6610 IN S2 SEC 10 & N2 SEC 15 3N 2E 242-5

IDAHO STATE UNIVERSITY

SUBJECT

Online Program Fee for online option MS in Clinical Psychopharmacology

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests permission to fund its fully online Clinical Psychopharmacology program using the online program fee model, in lieu of tuition and other fees, in accordance with Board Policy V.R., subsection 3.b.ii. The program is currently offered in-person, and is launching a fully online degree. ISU is requesting an online program fee that is competitive with other comparable online programs. The online program fee is being requested for \$560 per credit.

The online program fee covers the costs associated with the program, including two part-time faculty (0.50 FTE) consisting of a prescribing psychologist and a licensed clinical social worker.

Of the five Clinical Psychopharmacology programs in the country, three are fully online (Fairleigh Dickinson University, Alliant International University, and the Chicago School of Professional Psychology). New Mexico State University has a hybrid model with online didactic work and occasional in-person training. The enrollment at the other MSCP programs far exceeds the current enrollment at ISU.

IMPACT

The fiscal impact of the online program fee is estimated based on 5 new students (FTE) in the first year, 10 new students in the second year, and 20 new students in the third year. In setting the program fees, the goal is to provide an affordable option to students while ensuring that revenue covers the costs within the first few years of launching the program. The program is expected to run a deficit in the first three years, after which net income will be sufficient to cover the costs of the program as it grows. If after five years the program is not self-sustaining, ISU will discontinue the program.

The program fee of \$560/credit is competitive with similar programs at other institutions (e.g., Total Program Tuition and Fees - ISU = \$21,280.00, FDU = \$17,404, NMSU = \$18,990). No additional tuition or fees will be charged.

ATTACHMENTS

Attachment 1 – Proposed budget for the Online Clinical Psychopharmacology Program

CONSENT
FEBRUARY 17, 2022

STAFF COMMENTS AND RECOMMENDATIONS

In FY 2019, the legislature appropriated six FTE and \$680,600 to create a clinical psychopharmacology program at ISU.

ISU has established a price point for this online, undergraduate certificate that aligns with their budget which approximates the cost of a resident student for tuition, mandatory fees and graduate fees. The program is forecasted to be self-sustaining in the third year. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to add an online program fee of \$560.00 per credit to the online MS in Clinical Psychopharmacology, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO STATE UNIVERSITY

Resource Allocation and Impact Summary

PROGRAM IDENTIFICATION

Clinical Psychopharmacology On-line Program

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

I. PLANNED STUDENT ENROLLMENT

| | FY2023 | | FY2024 | | FY2025 | | FY2026 | | Cumulative Total | |
|-------------------------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|------------------|-----------|
| | FTE | Headcount | FTE | Headcount | FTE | Headcount | FTE | Headcount | FTE | Headcount |
| A. New enrollments | 5 | 5 | 10 | 10 | 20 | 20 | 30 | 30 | 70 | 70 |
| B. Shifting enrollments | 5 | 5 | 10 | 10 | 10 | 10 | 20 | 20 | 40 | 40 |
| Total Enrollment | 10 | 10 | 20 | 20 | 30 | 30 | 50 | 50 | 110 | 110 |

II. REVENUE

| | FY2023 | | FY2024 | | FY2025 | | FY2026 | | Cumulative Total | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|------------------|----------|
| | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time |
| 1. New Appropriated Funding Request | | | | | | | | | 0 | 0 |
| 2. Institution Funds | | | | | | | | | 0 | 0 |
| 3. Federal | | | | | | | | | 0 | 0 |
| 4. New Tuition Revenues from Increased Enrollments | | | | | | | | | 0 | 0 |
| 5. Student Fees | 106,400 | | 212,800 | | 319,200 | | 532,000 | | 1,170,400 | 0 |
| 6. Other: (Specify) | | | | | | | | | 0 | 0 |
| Total Revenue | 106,400 | 0 | 212,800 | 0 | 319,200 | 0 | 532,000 | 0 | 1,170,400 | 0 |

On-going is defined as on-going operating budget for the program which will become part of the base.

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

III. EXPENDITURES

| | FY2023 | | FY2024 | | FY2025 | | FY2026 | | Cumulative Total | |
|-------------------------------------|----------------|----------|----------------|----------|----------------|----------|----------------|----------|------------------|----------|
| | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time |
| A. Personnel Costs | | | | | | | | | | |
| 1. FTE | 1.50 | | 1.50 | | 1.50 | | 1.50 | | 6 | 0 |
| 2. Faculty | 40,000 | | 82,400 | | 84,872 | | 87,418 | | 294,690 | 0 |
| 3. Adjunct Faculty | 20,000 | | 20,000 | | 20,000 | | 20,000 | | 80,000 | 0 |
| 4. Graduate/Undergrad Assistants | | | | | | | | | 0 | 0 |
| 5. Research Personnel | | | | | | | | | 0 | 0 |
| 6. Directors/Administrators | 0 | | 0 | | 0 | | 0 | | 0 | 0 |
| 7. Administrative Support Personnel | 30,015 | | 30,915 | | 31,843 | | 32,798 | | 125,572 | 0 |
| 8. Fringe Benefits | 33,408 | | 49,221 | | 50,635 | | 52,091 | | 185,354 | 0 |
| 9. Other: _____ | | | | | | | | | 0 | 0 |
| Total Personnel and Costs | <u>123,423</u> | <u>0</u> | <u>182,536</u> | <u>0</u> | <u>187,349</u> | <u>0</u> | <u>192,307</u> | <u>0</u> | <u>685,616</u> | <u>0</u> |

| | FY2023 | | FY2024 | | FY2025 | | FY2026 | | Cumulative Total | |
|--|---------------|----------|---------------|----------|----------------|----------|----------------|----------|------------------|----------|
| | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time |
| B. Operating Expenditures | | | | | | | | | | |
| 1. Travel | 16,000 | | 16,000 | | 16,000 | | 16,000 | | 64,000 | 0 |
| 2. Professional Services | | | | | | | | | 0 | 0 |
| 3. Other Services | 9,000 | | 18,000 | | 27,000 | | 45,000 | | 99,000 | 0 |
| 4. Communications | | | | | | | | | 0 | 0 |
| 5. Materials and Supplies | | | | | | | | | 0 | 0 |
| 6. Rentals | | | | | | | | | 0 | 0 |
| 7. Materials & Goods for Manufacture & Resale | | | | | | | | | 0 | 0 |
| 8. Miscellaneous 25% Overhead | 26,600 | | 53,200 | | 79,800 | | 133,000 | | 292,600 | 0 |
| Total Operating Expenditures | <u>51,600</u> | <u>0</u> | <u>87,200</u> | <u>0</u> | <u>122,800</u> | <u>0</u> | <u>194,000</u> | <u>0</u> | <u>455,600</u> | <u>0</u> |

| | FY2023 | | FY2024 | | FY2025 | | FY2026 | | Cumulative Total | |
|---|----------|----------|----------|----------|----------|----------|----------|----------|------------------|----------|
| | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time | On-going | One-time |
| C. Capital Outlay | | | | | | | | | | |
| 1. Library Resources | | | | | | | | | 0 | 0 |
| 2. Equipment | | 10,000 | | | | | | | 0 | 10,000 |
| Total Capital Outlay | 0 | 10,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,000 |
| D. Capital Facilities Construction or Major Renovation | | | | | | | | | 0 | 0 |
| E. Information Technology Support | | | | | | | | | 0 | 0 |
| F. Other Costs | | | | | | | | | | |
| 1. Utilities | | | | | | | | | 0 | 0 |
| 2. Maintenance & Repairs | | | | | | | | | 0 | 0 |
| 3. Other: | | | | | | | | | 0 | 0 |
| Total Other Costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES: | 175,023 | 10,000 | 269,736 | 0 | 310,149 | 0 | 386,307 | 0 | 1,141,216 | 10,000 |
| Net Income (Deficit) | -68,623 | -10,000 | -56,936 | 0 | 9,051 | 0 | 145,693 | 0 | 29,184 | -10,000 |

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

| | |
|----------------------|---|
| I.A. | Increase student enrollment by 10 students per cohort until student enrollment equals a total of 60 students with 30 in each cohort. Expected to reach 60 total students by FY2027. |
| II.5 | On-line program fee is based on 38 credits to complete program @ \$560 per credit. Students will take approximately 19 credits per year for two years. |
| III.A.2 | Prescribing psychologist with be a .5 fte and will not start until January of fiscal year 1. |
| III.B.3 | \$900.00 per student for use of Lab space and materials (TVAPL) and other services. |
| III.B.8 | 25% of on-line program fee will go to central ISU for overhead costs. |
| III.C.2 | \$5,000 on-time cost for each employee to cover new computer and office furniture and equipment. |
| Net Income (Deficit) | Deficit for first two years will be covered by the College of Pharmacy reserves and will need to be paid back to the College of Pharmacy with profits from the 3rd, and 4th years. |

CONSENT
FEBRUARY 17, 2022

UNIVERSITY OF IDAHO

SUBJECT

IdahoStars – RISE database – Contract with In Time Tec, LLC

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho's Center on Disabilities and Human Development (CDHD) operates the IdahoSTARS program in partnership with Idaho Association for the Education of Youth Children (IAEYC), funded through the Idaho Department of Health and Welfare. IdahoSTARS provides education, professional development, technical assistance, scholarships, and resources to childcare providers throughout the state. CDHD has been operating the IdahoSTARS program in the since May of 2003 after securing a competitive grant.

The IdahoSTARS – RISE database is a comprehensive database and application that houses all data related to IdahoSTARS' programs (e.g., Idaho Child Care Program (ICCP), State Licensing, and Pyramid Model coaching). The application is the avenue that child care facility owners & directors use to apply for and maintain eligibility for ICCP, State Licensing, and Steps to Quality (Idaho's quality improvement program) as well as to apply for facility assessments and grants offered through both IdahoSTARS and IDHW. Through RISE, individuals register for and take trainings and Targeted Technical Assistance modules across all early childhood domains, track eligibility for and manage participation in IdahoSTARS incentives (training scholarships, academic & single course higher ed scholarships and PDS Registry recognition), access a comprehensive professional development record (training hours, education credits, and recognition received for their accomplishments), and log coaching activities with IdahoSTARS and partner coaches. IdahoSTARS team members use RISE to do their everyday work such as: process documents, manage facility participation and supports in ICCP, State Licensing, Steps to Quality, maintain a training catalog and calendar, and launch online training produced in-house on the RISE training portal.

The proposed contract will expand the functions of RISE, provide for a necessary system upgrade, update the parent portal, and develop mobile apps. Funding for the contract is provided by an IDHW grant, which was just received in December 2021, through the Coronavirus Response and Recovery Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (APRA) to support COVID-19 response and recovery in child care settings. The money must be spent, and the work completed, by June 30, 2022.

In Time Tec, LLC (ITT) developed the IdahoSTARS - RISE database, and, given ITT's knowledge of the database, is uniquely situated to be able to provide the

CONSENT
FEBRUARY 17, 2022

services. Thus, the contract will be awarded through a waiver of the competitive bid requirements as permitted by University Policy 60.13 (Waiver of Competitive Bid Process). Given the tight time frames, and in order to allow In Time Tec, LLC to begin work immediately, the University entered into a short term contract with In Time Tec for \$375,000 running through the end of February. This proposed contract is for the time period of March 1, 2022 through June 30, 2022.

IMPACT

The total contract amount for this proposed contract is \$1,125,000. The short term contract through February 28, 2022, is for \$375,000, with a total cost for this project of \$1.5 million.

ATTACHMENTS

Attachment 1 – Proposed Contract

BOARD STAFF COMMENTS AND RECOMMENDATIONS

This contract will benefit childcare providers and parents throughout the state by enhancing the IdahoSTARS – RISE database and its functionality. Funding is from federal funds and the project must be completed by June 30, 2022. Since the vendor, Time Tec, LLC (ITT) developed the IdahoSTARS – Rise database, the contract is being awarded through a bid waiver/sole source exemption of University of Idaho purchasing policies.

Staff recommends approval.

BOARD ACTION

I move to approve the proposed contract between the Regents of the University of Idaho and In Time Tec, LLC, and to authorize the University of Idaho Vice-President for Finance and Administration, or designee, to execute the contract in substantial conformity to the proposed contract submitted as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
CONTRACT FOR SERVICES

This Agreement is made between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Institution"), and In Time Tec LLC, a limited liability company with its principal place of business in Idaho and with authority to do business in the State of Idaho ("Contractor"), collectively the Parties.

RECITALS

- A. Institution desires to obtain the services of Contractor; and
- B. Contractor claims to have expertise and experience to provide the services described herein for the benefit of the Institution.

TERMS

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

1.0 Scope of Services

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

1.2 Contractor agrees to provide the deliverables set forth in **Exhibit A and Exhibit A-1**, attached hereto and incorporated herein.

1.3 Contractor shall provide such services as are necessary to provide the deliverables set forth in Exhibit A.

1.4 Contractor agrees to perform as set forth in sections 1.2 and 1.3 to the satisfaction of Institution.

1.5 Institution's liaison overseeing the services provided under this Agreement is Melissa Crist, who is located at University of Idaho, Department of Center on Disabilities and Human Development, Moscow, ID 83843; Voice: (208) 885-6169; Email: mcrist@uidaho.edu.

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

2.0 Fees and Expenses.

2.1 Institution agrees to pay a maximum fee of \$1,125,000.00 for services, out-of-pocket expenses and deliverables rendered by Contractor hereunder, as stated in **Exhibit A-2** incorporated herein.

2.2 The total fee, and any reimbursement for incidental out-of-pocket expenses identified in section 2.4, shall be payable in progress payments based on a percentage of completion of work. An application for payment of fees and expenses, accompanied by proper documentation, including receipts, shall be submitted by Contractor to Institution upon completion of the work, said application to cover and include all fees earned and expenses incurred. Contractor shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not included on the application. Institution reserves the right to require reasonable additional supporting

documentation from Contractor. All applications for payment shall be on forms acceptable to or approved by Institution.

2.3 Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Contractor hereunder. Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the payment of income, social security, and other employment taxes for itself and subcontractor(s) of any tier.

2.4 Institution shall, at its discretion, reimburse or directly pay the following designated out-of-pocket expenses. Absent a specific statement from Institution that it will directly pay for a designated expense, a designated expense will be reimbursed. In all cases, whether direct pay, or reimbursement, the rates for the following costs shall be consistent with the University's current travel policy and rates:

- (1) Airplane travel for N/A person(s) not to exceed coach rate for dates of travel.
- (2) One rental car in an amount not to exceed economy rates for dates of travel, unless an upgrade is justified and authorized by Institution.
- (3) Lodging for N/A person(s) for N/A night(s) not to exceed standard single rates, unless otherwise justified and authorized by Institution.
- (4) Meals for N/A person (s) for N/A day(s) not to exceed Institution per diem for such location, per day.
- (5) Other as follows: N/A

2.5 Fees for services not within the scope of this Agreement shall be at an hourly rate to be negotiated in writing by the parties.

3.0 Term.

The services to be rendered by Contractor under this Agreement shall commence on March 1, 2022 and be completed by June 30, 2022. Time is of the essence for this Agreement. This term may be extended beyond such completion date if Institution agrees to the extension in writing.

4.0 Contractor's Capacity and Responsibilities.

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

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

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

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

4.5 As used in this Section 4.5, the following definitions apply:

Data is defined as electronic or digital records and information or records of any type owned, created, received, collected or stored by the Institution or on its behalf.

Data Compromise means any attempted or actual access, use, disclosure, loss, modification, or destruction of Data (as defined below) that is not permitted by this Agreement. This definition does not include incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers VENDOR or its subcontractor maintains.

PII is defined as Social Security Numbers, driver's license numbers, full birth date, financial account information, payment card information, customer lists, and other types of personally identifiable information that would reasonably be considered highly sensitive.

4.5.1 Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Institution Data, Contractor will notify Institution, fully investigate the incident, and cooperate fully with Institution's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Institution. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to Institution under law or equity, Contractor will reimburse Institution in full for all costs incurred by Institution in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of 24 months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise. All of Contractor's obligations and Institution's rights and remedies under this section shall survive the termination of this Agreement.

4.5.2 Contractor will use Data only for the purpose of fulfilling its duties under this Agreement and for Institution's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Institution or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Institution.

All Institution Data will be stored on servers, located solely within the Continental United States.

Contractor will provide access to Institution Data only those Contractor employees and subcontractors who need to access the data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with, the data protection provisions of this Agreement, and have undergone all background screening and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling prior to being granted access to the Data.

4.5.3 Data used for testing or development systems will be appropriately de-identified of PII prior to use. All PII will be encrypted to modern standards (e.g., AES 128 or better) in transit and at rest.

All Institution Data will be removed from Contractor systems and/or destroyed when work requiring said Data is complete. Upon Institution's request, Contractor will supply Institution a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

4.5.4 Contractor will provide software using a modern software development life cycle (SDLC), which will include, but not be limited to: code review, static and dynamic testing, regression testing, load testing, and security testing including addressing the Open Web Application Security Project top 10 vulnerabilities (OWASP Top 10). SDLC

documentation will be provided to the university upon request. Key and/or lead development staff will be trained in the OWASP top 10.

4.5.5 All systems and software delivered or modified shall be penetration tested by a qualified individual or company prior to close of this work. This is to be completed in cooperation with the Institution designated staff if needed. Defects found will be remedied as required by Institution review.

4.5.6 Software delivered shall be compliant with Section 508 standards for accessibility, such as through WCAG 2.0 standards. A Voluntary Product Accessibility Template (VPAT) form shall be delivered upon request.

4.5.7 Any portions of the system or application described in Exhibit A that is Internet-accessible with access to sensitive personal information, meeting breach notification requirements under Idaho Law (Idaho Code section 28-51-104), shall be modified to include multi-factor authentication (MFA) to Institution standards. Contractor will work cooperatively with Institution to implement this in an agreed upon fashion, compliant with current Institution standards.

4.5.8 Any portions of the system holding or transmitting PII must be modified to use modern encryption standards as part of this work. This includes encryption in transit and at rest, to AES-128 standards or better. Contractor will work cooperatively with Institution to implement this in an agreed upon fashion, compliant with current Institution standards.

5.0 Confidentiality of Information.

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

5.1.1 Was in the possession of Contractor at the time of disclosure by Institution, directly or indirectly;

5.1.2 Is or shall become, through no fault of Contractor, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Contractor by a third party without restriction or disclosure.

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

6.0 Property Rights and Reports.

6.1 Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Contractor solely, or with others, resulting from the performance of services pursuant to this Agreement is the property of Institution, and Contractor hereby agrees to assign all rights therein to institution. Contractor further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.

6.2 Contractor shall provide five (5) copies of the deliverables to be provided under this Agreement on or before 30-JUNE-22. Institution shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms and media now and hereafter known and developed.

6.3 Non-Use of Names and Trademarks. No party to this Agreement shall, without express written consent, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context

6.4 This provision shall survive expiration and termination of this Agreement.

7.0 Suspension or Termination of Contract.

Institution reserves the right to suspend indefinitely or terminate the contract and the services to be rendered by Contractor for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by Institution on the basis of the portion of the total work actually completed up to the time of such termination.

8.0 Indemnification and Hold Harmless.

8.1 Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Contractor.

8.2 Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and Institution and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance of the Consulting Services, including performance of subcontractor(s) of any tier, except to the extent such are caused by the negligence of Institution.

8.3 This provision shall survive the termination of this agreement.

9.0 Insurance

9.1 General Requirements

9.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 9.0, and to provide Institution with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the Institution within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to Institution prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 9.0. **Exhibit B**, the Request for Certificate of Insurance, provides a list of instructions for the insurance agent or broker of the Contractor and its subcontractor(s) of any tier.

9.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

9.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Institution may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at Institution's option.

9.1.4 All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, 875 Perimeter Drive MS2433, Moscow, ID 83844-2433.

9.1.5 Failure of Institution to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

9.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, Institution does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to Institution in this Lease.

9.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with Institution in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the Institution from protecting its interests.

9.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

9.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

9.2.2 Commercial Auto Insurance. If applicable, Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

9.2.3 Personal property. If applicable, Contractor and its subcontractor(s) of any tier shall purchase insurance to cover personal property of Contractor and its subcontractor(s) of any tier. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

9.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in

accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

10.0 Attorneys' Fees

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

11.0 Notice.

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

the Institution: Contracts and Purchasing Services
University of Idaho
875 Perimeter Drive MS 2006
Moscow, ID 83844-2006
Phone: (208) 885-6116
Fax: (208) 885-6060
purchasing@uidaho.edu

the Contractor: In Time Tec, LLC
580 E Corporate Drive
Meridian, ID 83642
Phone: 208-608-6827
Email: justin.wallace@intimetec.com

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

12.0 Entire Agreement; Modification.

This Agreement (and its incorporated attachments) is the final, complete, and exclusive expression of all agreements between the parties on all subjects and supersedes and replaces all prior discussion, representation, agreements, policies, and practices and may not be amended except by an agreement signed by Contractor and an authorized representative of Institution. Neither party is entering this Agreement in reliance on any oral or written promises, inducement, representations, understandings, interpretations, or agreements other than those contained in this Agreement and its incorporated attachments.

13.0 Severability.

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

14.0 Governing Law; Forum.

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

15.0 Paragraph Headings.

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

16.0 Non-Waiver.

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

17.0 Assignment.

Contractor may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

18.0 Accounting; Audit.

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

19.0 Nondiscrimination and Affirmative Action.

19.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant is a material breach of this agreement. The Contractor certifies that it does not and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

19.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

19.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

19.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order°11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

19.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

19.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

20.0 Representations and Warranties.

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has familiarized itself with the local conditions under which this agreement is to be performed.

21.0 Compliance with Rules, Regulations, and Instructions.

Contractor shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as breach.

Some provisions of this Agreement may not be applicable, and those sections do not need to be completed by the parties. Please see attached **Exhibit C** for a list of provisions that are specifically excluded from this Agreement and, therefore, have no legal force or effect on the parties signing this Agreement.

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

INSTITUTION:
The Regents of the University of Idaho

CONTRACTOR:
In Time Tech, LLC

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A
Scope of Work

Data Base Work Scope
IdahoSTARS Contract
In Time Tech

Management of backlog

ITT will create and manage the backlog related to all work in this SOW, including writing and grooming of user stories.

Opt-in for email & SMS communication

ITT will explore options, both commercial and open-source, for Providing SMS messaging services within RISE for better communication and engagement with users.

Once investigation is complete, ITT will deliver results and recommendations to IdahoSTARS leadership for selection. Once selection is made, ITT will integrate the chosen solution into RISE. This will include a text management system for RISE admins which will allow selection of text recipients, composition of text messages, and ability to choose time of sending text messages.

As part of this integration ITT will provide a method for users to opt-in to receive text messaging in accordance with current best practice and industry standards. The ability to opt in and/or opt out will always be made available to users through settings or another acceptable method.

Deliverables:

- Research Results and Recommendations for SMS provider options
- Integration of selected SMS provider with RISE
- SMS Messaging management system for Admin users in RISE
- User opt-in/opt-out for SMS text messaging

UI/UX Usability Study to improve overall user journey in RISE web application

Conduct surveys, focus groups, interviews, and other research methods with a cross section of RISE users to identify strengths and weaknesses in the user interface and experience.

Define the current user journey and, with the information learned from user research, create a new user journey to improve usability of RISE. All design will include a feedback loop with beneficiaries.

Create wireframes for web and mobile applications incorporating the new user journey to be used for the creation of RISE mobile applications and web applications. These will also be used to inform the Design System being created in the previous SOW for RISE's continued Development.

Deliverables:

- Research Results of user surveys, focus groups, and interviews
- New User Journey documentation
- Wireframes for mobile and web applications

RISE mobile app

With input from all beneficiary sectors, create a mobile version of RISE for users (not ISMS administrators) that contains the current functionality of RISE and incorporates the lessons learned from the UI/UX study. Mobile applications will be compatible with Apple iOS and Android phones and will be developed with React Native in order to keep maintenance costs to a minimum. Mobile application will be registered and deployed in the Apple App Store and on the Google Play Store.

Deliverables:

- RISE mobile application for iOS and the Android

Parent mobile app

Using the beneficiary voice of parents across Idaho, define the feature list for a parent mobile application, focusing on parent access to early childhood training and resources, as well as other features determined by DHW. Integration of parent referrals per DHW parameters, including the ability to search for childcare with mapping.

Once features have been identified, create a user journey for parents based on those features. Then transform the designed user journey into wireframes for mobile development and create a mobile application to meet parents' needs. Mobile application will be compatible with Apple iOS and Android phones and will be developed with React Native in order to keep maintenance costs to a minimum. Mobile application will be registered and deployed in the Apple App Store and on the Google Play Store

Deliverables:

- Completed Feature List
- Parent User Journey documentation
- Wireframes for mobile design
- Mobile application for parents for iOS and Android

Idaho's Cost of Quality Calculator

Using a simplified Provider Cost of Quality calculator as a reference point, create a new and improved Idaho Cost of Quality Calculator. As appropriate, the calculator will integrate with RISE data systems to improve the accuracy of the calculator. To provide a superior product, research and beneficiary voice will be used to define the shortcomings of the current Provider Cost of Quality calculator and identify areas of improvement.

Deliverables:

- Results of research and study to include a feature list
- Idaho Cost of Quality Calculator

Additional architecture enhancements and technical maintenance to improve scale and performance

The scale and performance of RISE must be improved to keep up with its usage.

Deliverables:

- Refactor Database and cleanse data
- Rearchitect the existing system to have plug and play capabilities to support and enable the next generation of the RISE system
- Standardize time measurements to one server time for all of system
- Move logic calculations from front end to back end
- Move calculated fields where possible to state-based fields
- Review improvements and make any additional changes necessary
- Consider a message queue-based system if additional improvements necessary

Enhancements to PIR (data improvements)

The PIR can be improved in both data collection methodology and modeling to provide a more accurate assessment of the cost of childcare in Idaho at a granular level. Engage data scientists to improve the questions in the PIR so that we can more accurately model a standardized cost of childcare. Model that data across the spectrum to provide global and granular accuracy. Modifications should consider the federal reporting standards as defined by DHW.

Deliverables:

- Modified PIR sections for calculating childcare rates
- Data model of childcare rates for entire state down to neighborhood levels

Improvements to Ad Hoc Reporting

Ad Hoc reporting in RISE is currently limited by the division of user and facilities and training. This limitation causes certain reports and functions to not be useable in RISE. Review the reporting structure and provide a solution to this division. Further we will add a user-friendly interface to do more reporting functionality such as pivot reporting, data visualization, custom naming of reports, scheduling of standardized reports.

Deliverables:

- Unified reporting structure with increased measures
- Pivot reporting and data visualization
- Custom naming and saving of reports
- Scheduling of reports

Enhancements to Parent Referrals

Make changes as defined for enhanced and phone parent referral forms in family management in RISE. Add additional fields in RISE forms for parent referrals. Enhancements to add additional children to referral. Add new measures to reporting functionality for referrals including logged notes.

Deliverables:

- New form for parent referrals
- Add multiple children enhancement
- Add measures to ad hoc reporting

Enhancements to Dashboards

Create user customizable dashboards for RISE so that users can choose what they want to see as a priority on their dashboard. Drag and Drop customization through a limited set of 'widgets' that can be expanded in the future. Creation of a widget library for users. Ui/UX involvement in dashboard design will be delivered in other parts of this SOW.

Deliverables:

- Widget Library
- Dashboard settings and customization interface
- Link with new reporting features

Provide secure external connections between third parties and RISE

This work will be tightly coupled with the User Roles and Permissions enhancements in the previous SOW and/or defined in the DHW RFP for a data hub. Provide controlled access to RISE for third parties where it is necessary and desirable for the efficient functioning of RISE and the early childhood system. Create connections between RISE to third party systems where RISE can acquire data or forms directly from third parties. This will include:

- Connection to Health Districts for employees, Health Inspection, Licensing Fees
- Connection to CHU for background checks
- Automated ICCP recert & de-cert in IBIS
- MDCC forms

Exhibit A-1

| Feature # | Feature | Requirement # | Requirement |
|-----------|--|---------------|--|
| 3 | Additional architecture enhancements and technical maintenance to improve scale and performance | 3.18 | Move calculated fields where possible to state-based fields |
| 3 | Additional architecture enhancements and technical maintenance to improve scale and performance | 3.19 | Review improvements and make any additional changes necessary |
| 3 | Additional architecture enhancements and technical maintenance to improve scale and performance | 3.2 | SMS Messaging management system for Admin users in RISE |
| 3.1 | Enhancements to Ad Hoc Reporting | 3.23 | Unified reporting structure with increased measures |
| 3.1 | Enhancements to Ad Hoc Reporting | 3.25 | Custom naming and saving of reports |
| 3.1 | Enhancements to Ad Hoc Reporting | 3.26 | Scheduling of reports |
| 3.1 | Enhancements to Ad Hoc Reporting | 3.29 | Add measures to Ad Hoc reporting |
| 3.2 | Enhancements to Dashboards | 3.3 | Widget Library |
| 3.2 | Enhancements to Dashboards | 3.31 | Dashboard settings & customization interface |
| 3.2 | Enhancements to Dashboards | 3.32 | Link with new reporting features |
| 3.3 | Enhancements to Parent Referrals | 3.27 | New form for parent referrals |
| 3.3 | Enhancements to Parent Referrals | 3.28 | Add multiple children enhancement |
| 3.4 | Enhancements to PIR. Model data outside data hub if data hub doesn't come online. requires a data scientist. | 3.21 | Modified PIR sections for calculating childcare rates |
| 3.4 | Enhancements to PIR. Model data outside data hub if data hub doesn't come online | 3.22 | Data model of childcare rates for entire state down to neighborhood levels |
| 3.5 | Opt-in for email & SMS communication | 3 | Research Results and Recommendations for SMS provider options |
| 3.5 | Opt-in for email & SMS communication | 3.01 | Integration of selected SMS provider with RISE |
| 3.5 | Opt-in for email & SMS communication | 3.02 | Consider a message queue-based system if additional improvements necessary |
| 3.5 | Opt-in for email & SMS communication | 3.03 | User opt-in/opt-out for SMS text messaging |

| | | | |
|------|---|------|---|
| 3.6 | Parent Mobile App | 3.08 | Parent mobile app – complete feature list |
| 3.6 | Parent Mobile App | 3.09 | Parent User Journey documentation |
| 3.6 | Parent Mobile App | 3.1 | Wireframes for mobile design |
| 3.6 | Parent Mobile App | 3.11 | Mobile app for parents, iOS & Android |
| 3.6 | Parent Mobile App | 3.12 | Results of research and study & feature list |
| 3.7 | Provide secure external connections between third parties and RISEWorking with Ericka on these items January 2022 | 3.33 | Connection to Health Districts for employees, health Inspection, Licensing Fees |
| 3.7 | Provide secure external connections between third parties and RISEWorking with Ericka on these items January 2022 | 3.34 | Connection to CHU for background checks |
| 3.7 | Provide secure external connections between third parties and RISEWorking with Ericka on these items January 2022 | 3.35 | Automated ICCP recert and de-cert in IBIS |
| 3.7 | Provide secure external connections between third parties and RISEWorking with Ericka on these items January 2022 | 3.36 | MDCC forms |
| 3.8 | Reconfigure architecture to accommodate growth | 3.14 | Refactor Database and cleanse data |
| 3.8 | Reconfigure architecture to accommodate growth | 3.15 | Rearchitect the existing system to have plug and play capabilities to support and enable the next generation of the RISE system |
| 3.8 | Reconfigure architecture to accommodate growth | 3.16 | Standardize time measurements to one server time for all of system |
| 3.8 | Reconfigure architecture to accommodate growth | 3.17 | Move logic calculations from front end to back end |
| 3.9 | UI/UX Usability Study to improve overall user journey in RISE web application | 3.04 | Research Results of user surveys, focus groups, and interviews |
| 3.9 | UI/UX Usability Study to improve overall user journey in RISE web application | 3.05 | New User philosophy / patterns documentation |
| 3.9 | UI/UX Usability Study to improve overall user journey in RISE web application | 3.06 | Wireframes for mobile and web applications |
| 3.10 | | 3.07 | RISE mobile application for iOS and the Android |
| 3.11 | | 3.13 | Idaho Cost of Quality Calculator |
| 3.12 | | 3.24 | Pivot reporting & data virtualization |

Exhibit A-2

| Invoice Details | | | | | | |
|-----------------|-----------------|---|---|--|--|-----------------|
| | January Invoice | End of March Milestones & Invoice | End of April Milestones & Invoice | End of May Milestones & Invoice | End of June Milestones & Invoice | |
| | | 3.5 Opt-in for email & SMS communication | 3.0 Additional architecture enhancements and technical maintenance to improve scale and performance | 3.1 Enhancements to Ad Hoc Reporting | 3.5 Enhancements to Parent Referrals | |
| | | 3.9 UI/UX Usability Study to improve overall user journey in RISE web application | 3.11 Idaho Cost of Quality Calculator | 3.2 Enhancements to Dashboards | 3.10 RISE mobile application for iOS and the Android | |
| | | | 3.8 Reconfigure architecture to accommodate growth | 3.7 Provide secure external connections between third parties and RISE | | |
| | | | 3.4 Enhancements to PIR. Model data outside data hub if data hub doesn't come online. | 3.12 Pivot reporting & data virtualization | | |
| | | | | 3.6 Parent Portal Mobile App | | |
| | | | | | | Total |
| Invoice Amount | \$ 375,000.00 | \$ 175,000.00 | \$ 375,000.00 | \$ 400,000.00 | \$ 175,000.00 | \$ 1,500,000.00 |

Exhibit B

Request for Certificate of Insurance to be sent to University of Idaho
RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.
CERTIFICATE RECEIVED WITHOUT THIS SHEET WILL NOT BE APPROVED.

Contractor (Insured) is required to carry the types and limits of insurance shown in this Request, and to provide the University of Idaho with a Certificate of Insurance within 7 days of the signing of the contract.

- Certificate Holder shall read:
State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
875 Perimeter Drive MS 2433
Moscow, ID 83844-2433
- Description area of certificate shall read: "Contracting Agreement with [Insert Named Insured]"
- All certificates shall provide for thirty (30) days' written notice to University prior to cancellation or material change of any insurance referred to therein.
- All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as an Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of the University to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Institution's option.
- By requiring this insurance, University does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

Required Insurance Coverage. Contractor shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella / Excess Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an Contractor contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. If applicable, Contractor shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Personal property. If applicable, Contractor shall purchase insurance to cover Contractor's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.
- Workers' Compensation. Contractor shall maintain all coverage statutorily required of the Contractor, and coverage shall be in accordance with the laws of Idaho. Contractor shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.
- Professional Liability. If available generally to members of the Contractor's profession, Contractor shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Risk Management
PH (208) 885-7177. FAX (208) 885-9490
risk@uidaho.edu

**CONSENT
FEBRUARY 17, 2022**

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

| | |
|-------------------|---|
| June 20, 2019 | The Board approved the appointment of Dr. Leslie Webb, Mr. Jaime Barajas-Zepeda, and Ms. Effie Hernandez. |
| February 13, 2020 | The Board approved the appointment of Mr. 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 Ms. Tina Strong. |
| August 2021 | The Board approved the appointment of Ms. Shirley Allman. |
| October 2021 | The Board approved the appointment of Dr. Eric Scott. |

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

- One representative from each of the eight public postsecondary institutions
 - Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or 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.

Members serve six year terms and may be reappointed at the end of each term. Terms run from July 1 of the appointing year to June 30 of the year they expire.

**CONSENT
FEBRUARY 17, 2022**

IMPACT

The proposed appointments will replace the Idaho State University, North Idaho College and Coeur d'Alene Tribe representatives on the committee.

ATTACHMENTS

- Attachment 1 – Current Committee Membership
- Attachment 2 – ISU Indian Education Committee Nomination
- Attachment 3 – NIC Indian Education Committee Nomination
- Attachment 4 – Coeur d'Alene Tribe Nomination

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Dr. Jean McGivney-Burelle is the Dean of the College of Education at Idaho State University. Dr. McGivney-Burelle will be completing a term vacated by Dr. Rex Force, which is scheduled to expire on June 30, 2026. A letter of support is provided from Idaho State University President Kevin Satterlee.

Dr. Kassie Silvas is currently serving as Interim Provost/VP of Student Services at North Idaho College. Dr. Silvas will be completing a term vacated by Dr. Graydon Stanley, which is scheduled to expire on June 30, 2022 to include a new five-year term, which will run through June 30, 2027. A letter of support is provided by North Idaho College, Interim President, Michael W. Sebaaly.

Ms. Desi Moses is the ARP Program Manager/Academic Success for the Coeur d'Alene Tribe, Tribal Education Department. Ms. Moses will be completing a term vacated by Mr. Jesse LaSarte, which is scheduled to expire on June 30, 2026. A letter of nomination is provided by Chairman Chief J. Allan.

Board staff recommends approval.

BOARD ACTION

I move to appoint Dr. Jean McGivney-Burelle, representing Idaho State University to the Indian Education Committee effective immediately and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

CONSENT
FEBRUARY 17, 2022

I move to appoint Dr. Kassie Silvas, representing North Idaho College to the Indian Education Committee effective immediately for the remainder of Dr. Stanley's Term and a new term effective July 1, 2022 and expiring June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Ms. Desi Moses, representing Coeur d'Alene Tribe, Tribal Education Department, to the Indian Education Committee effective immediately and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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

Tribal Chair or Designee

Shirley J. Allman - Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: August 18, 2021 – June 30, 2023.

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.

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

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.

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

Tribal Education Department Representative

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.

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.

Desi Moses is the ARP Program Manager/Academic Success Coach for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: February 17, 2022 – June 30, 2026. **Pending Board approval.**

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

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

Bureau of Indian Education Representatives

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

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

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

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

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.

Effie Hernandez is the Multicultural Coordinator at College of Eastern Idaho. Term: July June 20, 2019 – June 30, 2022.

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

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

Dr. Eric Scott – Associate Vice President for Student Affairs at Boise State University. Term: February 17, 2022 – June 30, 2023.

Dr. Kassie Silvas is the Interim Provost/Student Services at North Idaho College. Term: February 17, 2022 – June 30, 2027. **Pending Board approval.**

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.



Idaho State
University

January 6, 2022

Ms. Patty Sanchez
Academic Affairs Program Manager
Office of the State Board of Education
Patty.Sanchez@osbe.idaho.gov

Patty
Dear Ms. Sanchez,

Please appoint Dr. Jean McGivney-Burrelle to serve as Idaho State University's representative on the Idaho Indian Education Committee.

Please contact my office if you have any questions or concerns regarding this matter.

Sincerely,

Kevin D. Satterlee
President
Idaho State University

January 11, 2022

Kurt Liebich, President
Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Liebich:

North Idaho College is proud to partner with our Tribes in the state of Idaho to provide greater opportunity for our American Indian students. We share a close relationship with the Coeur d'Alene and Kootenai Tribes in North Idaho by providing direct support services, scholarships and an American Indian Studies Program. Several of our faculty and staff are directly involved in those efforts and we are committed to improving those services regionally and statewide.

Please accept my nomination of Dr. Kassie Silvas, our interim Provost, to serve as NIC's institutional representative to the Idaho Indian Education Committee, replacing Graydon Stanley who recently retired. Kassie has 20 years' experience working in Indian education through the Bureau of Indian Affairs, local tribes, Spokane Community College and North Idaho College. I am confident that she will represent our institution and the region very effectively.

If you need additional information, please don't hesitate to contact me. Thank you for your leadership of education in Idaho.

Sincerely,



Michael W. Sebaaly, Ed.D.
Interim President



COEUR D'ALENE TRIBE

CHIEF J. ALLAN CHAIRMAN
P.O. BOX 408
PLUMMER, IDAHO 83851
(208) 686-5803 • Fax (208) 686-8813
email: chairman@cdatribe-nsn.gov

January 12, 2022

Patty Sanchez
Academic Affairs Program Manager Readiness
Office of the State Board of Education
PO Box 83720
Boise, ID 83720-0037

RE: Idaho Indian Education Committee Nominations

Dear Ms. Sanchez,

Please accept this letter as the nomination for the Coeur d'Alene Tribe for Desi Moses to replace Jesse Lasarte to serve as representative on the Idaho Indian Education Committee. On behalf of the Coeur d'Alene Tribe, thank you very much for all the good work the Committee and the Board of Education do to improve educational opportunities for Idaho students.

Sincerely,

Chief J. Allan,
Chairman

**CONSENT
FEBRUARY 17, 2022**

IDAHO STEM ACTION CENTER

SUBJECT

STEM School Designation Recommendation For 2022

REFERENCE

| | |
|-----------------|---|
| April 2018 | Board approved STEM School Designation standards and the process for designating public schools and programs. |
| December 2018 | Board received an update from the STEM Action Center on the process for identifying schools for STEM School Designation and a general update on the activities of the STEM Action Center. |
| January 2019 | Board designated the first four Idaho STEM Schools: Barbara Morgan STEM Academy, Galileo STEM Academy, Temple View Elementary, and Bingham Academy. |
| February 2020 | Board designated two additional Idaho STEM Schools: North Idaho STEM Charger Academy and Southside Elementary. |
| August 26, 2020 | Board approved updates to the STEM School Designation Standards |

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-4701, Idaho Code

BACKGROUND/DISCUSSION

Section 33-4701, Idaho Code, was enacted by the legislature in 2017, establishing a STEM school designation to be earned by schools and programs that meet specific standards established by the State Board of Education (Board). Pursuant to Section 33-4701, Idaho Code, the Board is charged with awarding STEM school and STEM program designations annually to those public schools and public school programs that meet the standards established by the Board in collaboration with the STEM Action Center.

As provided in the information at the Regular April 2018 Board meeting, the Board approved STEM School Designation Standards aligned with Cognia (formerly AdvancED) STEM School Certification Standards and Indicators. In July 2018, the STEM Action Center in collaboration with Board staff, began planning for the Idaho STEM School Designation application process. Schools submit a self-assessment and application to Cognia in order to verify that an on-site review is warranted. School site visits are conducted throughout the school year, with Cognia STEM Certification awarded at the conclusion of the visit based on the STEM School Criteria. Due to the alignment between the Cognia STEM School Certification requirements and the Idaho STEM School Designation Standards, any school

CONSENT
FEBRUARY 17, 2022

receiving Cognia STEM School Certification will have also met Idaho's standards for STEM School Designation.

The Basin Elementary site visit was conducted November 18-19, 2021 with STEM Certification at the conclusion of the visit. In turn, both State Board and STEM Action Center Board approval is now required to designate Basin Elementary. The STEM Action Center Board review was held on January 18, 2022. Schools receiving this designation are eligible to receive funds from the STEM Action Center.

IMPACT

There is no fiscal impact to the Board. The STEM Action Center will award up to \$10,000 from its general fund appropriation in FY22 to each designated school, up to seven schools in 2022. The STEM Action Center is anticipating this annual \$10,000 award for the duration of the designation, up to four additional years, pending annual appropriation and industry partnerships.

ATTACHMENTS

Attachment 1 – STEM School Designation Review Summary
Attachment 2 – 16 Cognia STEM School Standards

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-4701, Idaho Code:

- The Board shall award STEM school and school programs that meet the standards established by the Board in collaboration with the STEM Action Center.
- The STEM Action Center Board shall make recommendations annually to the State Board of Education for the award of a STEM school designation.
- STEM designations shall be valid for a term of five (5) years. At the end of each designation term, a school may apply to renew its STEM designation.

Staff Recommends Approval

BOARD ACTION

I move to approve the request by STEM Action Center to designate Basin Elementary in Basin School District #72 as a Designated STEM School for 2022-2026.

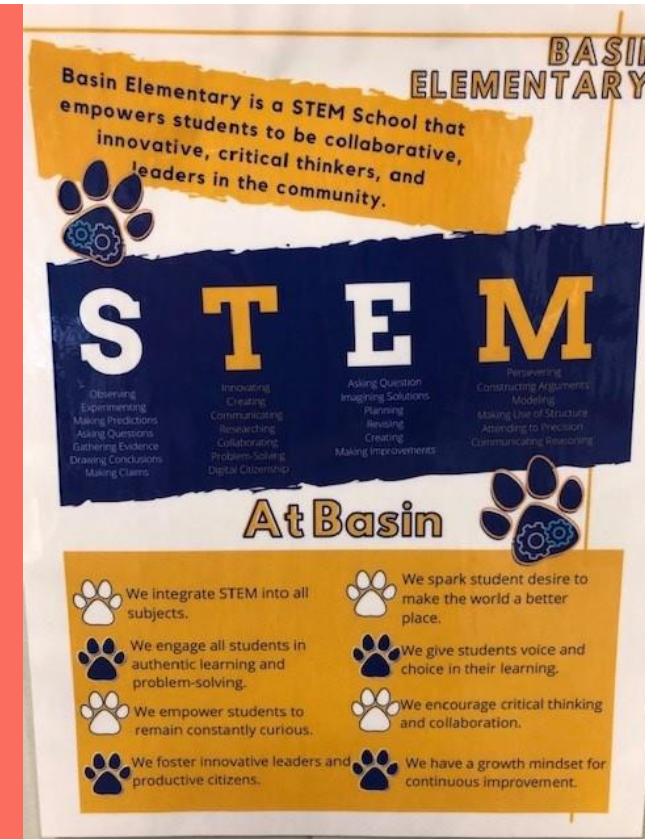
Moved by _____ Seconded by _____ Carried Yes _____ No _____



cognia™

Basin Elementary STEM Certification Findings Summary

November 18-19, 2021



Classroom Observations (18 Observations)

| eleot® Environment | Cognia Improvement Network | STEM Network | Basin Elementary |
|-------------------------|----------------------------|--------------|------------------|
| Equitable Learning (A) | 2.7 | 2.9 | 3.32 |
| High Expectations (B) | 2.8 | 3.1 | 3.27 |
| Supportive Learning (C) | 3.1 | 3.3 | 3.49 |
| Active Learning (D) | 2.9 | 3.3 | 3.36 |
| Progress Monitoring (E) | 2.8 | 3.0 | 3.07 |
| Well Managed (F) | 3.1 | 3.4 | 3.40 |
| Digital Learning (G) | 1.9 | 2.3 | 2.28 |

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Stakeholder Interviews

| Stakeholder Group | Number Interviewed |
|-------------------------|--------------------|
| Leadership | 5 |
| Teachers | 14 |
| Students | 12 |
| Parents | 6 |
| STEM Community Partners | 4 |
| Total | 41 |

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Self-Assessment Activities

- Narratives – 128 pages very organized
- Strength statements
- Overviews
- Statements of targeted Continuous Improvement
- Narrative Overview
- Definition of Terms
- Examples
- Demographics
- Countless Examples of Evidence & Artifacts
- Self-Assessment

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Review Themes

- Leadership and Staff are completely invested in student success
- Passionate, highly engaged and supportive Teachers, and Support Staff
- Wonderfully invested students at all grade levels

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Review Themes

- Strong support to find ways to get additional classroom resources
- Students understand and care about the value of their resources
- Parents interviewed respect and are very happy with communication and student success



Review Themes

Standard 4 Leadership and all Staff at Basin understand the value of using their various strengths to keep the wheels turning. The staff is small and each person passionately plays a key role in collaboration, instructional practices, design and implementation of curriculum.

Standard 5 – All stakeholders, students and parents have ongoing strategies and platforms to communicate with each other. Parents reported they are very happy with communication that occurs in multiple formats. All parents and students were able to verbalize Basin Elementary's focus on STEM education.



Review Themes

Standard 11 – STEM learning experiences are integrated in all disciplines with an emphasis on processes and practices associated with STEM. Interviews, observations, evidences and narratives provided many samples to show the Review Team the school is completely invested in STEM practices.

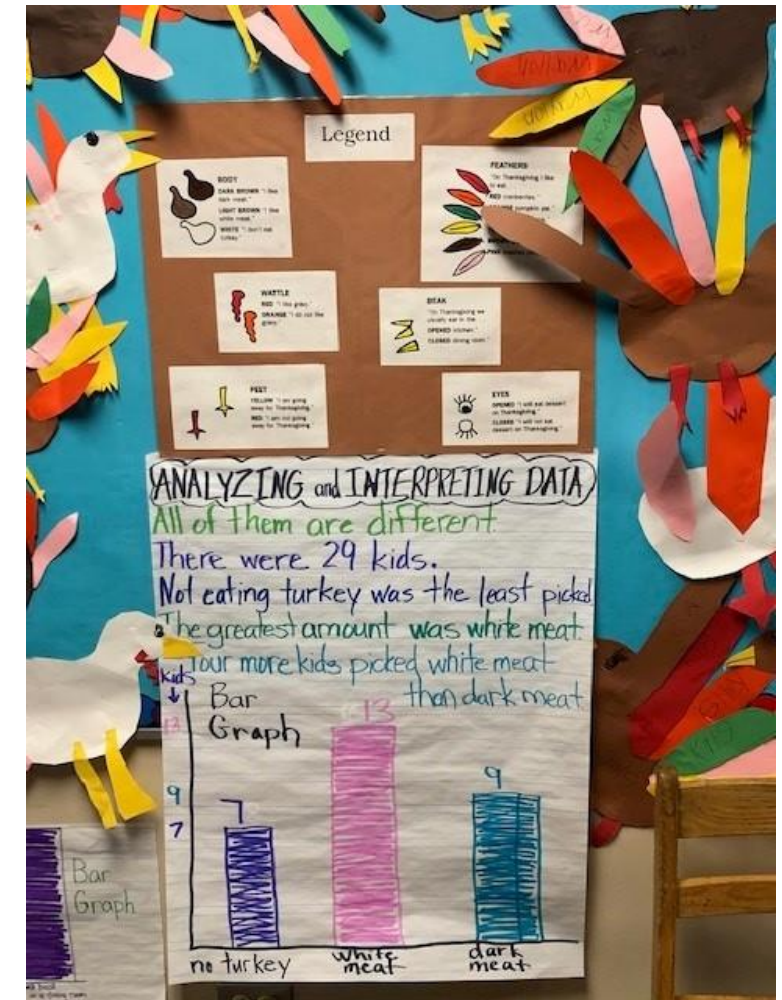
Standard 15 – Basin Elementary School is strategic and intentional to ensure there are adequate resources in place to support full implementation and ongoing support for the overall school program. In Idaho, where resources are thin, this is a most important factor. The STEM Advisory Board provides formalized feedback and the institution reflects and embeds decisions into the school culture. Programming directly reflects the school's Mission, Vision and the District's Strategic Planning process.



Review Themes

Standard 14 - Basin Elementary school is focusing on integrating skills and cross-cutting competencies, using common language, skills and resources that align horizontally and vertically in the school. Continue to develop shared vocabulary building-wide while developing units and lessons using shared templates so a more natural instructional model can be embedded into the culture of the entire school.

Standard 16 – Basin Elementary School conducts evaluative activities to ensure effectiveness of the many aspects of STEM implementation. Most evaluations up to this point are qualitative. Teachers, parents, visitors and students understand and are becoming more successful. The pieces are in place to go to the next step. Quantitative assessment of implementation of programming is critically important to reflect on teacher and student needs and activities to ensure long-term embeddedness and overall success.



Cognia STEM K-12 Standards

STEM Community

Standard 1 - School/program provides equitable opportunities for students to engage in high quality STEM learning.

Standard 2 - STEM educators collaborate to develop, implement, and improve high quality STEM learning activities.

Standard 3 - School/program engages diverse STEM community in order to support and sustain STEM programs and initiatives.

Standard 4 - School/program has established a shared vision for STEM and has leadership structures to support effective implementation.

STEM Learning Culture

Standard 5 - Leaders ensure that all stakeholders have ongoing opportunities to access information and learn about STEM implementation.

Standard 6 - Educators and leaders participate in an ongoing system of STEM-specific professional learning.

Standard 7 - Students engage collaboratively in authentic inquiry during ongoing units of study.

Standard 8 - Students engage in self-directed STEM learning guided by educators who are effective facilitators of learning.

STEM Experiences

Standard 9 - School/program provides within-school and extra-curricular opportunities for students to extend STEM learning.

Standard 10 - Students demonstrate their learning through performance-based assessments and have opportunities to develop self-assessment and self-monitoring skills.

Standard 11 - STEM learning experiences integrate all STEM disciplines with an emphasis on processes and practices associated with STEM.

Standard 12 - School/program provides high quality STEM courses and curriculum aligned to recognized standards and organized into interdisciplinary frameworks.

STEM Outcomes

Standard 13 - Students demonstrate STEM content knowledge representative of STEM literacy outcomes that prepare them for the next level of learning and work.

Standard 14 - Students develop STEM skills and cross-cutting competencies that support workforce readiness.

Standard 15 - School/program engages in a continuous improvement process for STEM.

Standard 16 - School/program conducts evaluative activities to ensure the effectiveness of STEM implementation.

CONSENT
FEBRUARY 17, 2022

BOISE STATE UNIVERSITY

SUBJECT

Facilities Naming: ESI Building - Construction Management

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University requests Board approval to recognize Engineered Structures Incorporated (ESI) contributions to Boise State University and name the construction management facility the ESI Building – Construction Management. This proposal to honor ESI recognizes their long-term partnership with Boise State University, significant philanthropy to university programs, and their transformational role in ensuring the completion of the construction management facility.

The estimated construction budget for the new building is between \$3 to 4 million and will be funded by private donations. ESI has agreed to serve as the contractor, donate \$1 million in cash, and work with Boise State University to obtain contributions (cash and in-kind) from industry partners and donors to fund the project. ESI guarantees an additional \$1 million in cash if in-kind donations are not secured.

IMPACT

This construction management facility update and expansion will allow students to receive hands-on professional work experience and apply knowledge gained in the classroom to the job site. The ESI Building – Construction Management naming will honor ESI's vision and commitment to the Department of Construction Management and ensure that the next generation of construction management graduates have the facility needed to provide continued learning, innovation and discovery opportunities.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education. These include consideration of the nature of the individual's gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individual's relationship to the institution.

Pursuant to Board Policy I.K.1.:

- a. Naming for an administrator, member of the faculty or employee of a unit responsible to the State Board of Education:

CONSENT
FEBRUARY 17, 2022

- i. No building, facility, or administrative unit shall be named for a person currently employed within the system of higher education in Idaho, except when authorized by the Board.
- ii. Memorialization of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the state of Idaho. Significant factors will include, but shall not be limited to:
 - 1) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.
 - 2) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.
- b. Naming of a building, facility, or administrative unit for other than a former employee of the system of higher education will be considered by the Board in accordance with 1.a. Additionally, the following shall apply:
 - i. When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.
 - ii. Name for an individual in recognition of a gift.
 - 1) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.
 - 2) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:
 - a) The nature of the proposed gift and its significance to the institution;
 - b) The eminence of the individual whose name is proposed; and
 - c) The individual's relationship to the institution.

While the current Board policy contemplates naming a building for "other than a former employee," the provisions are written in reference to an individual rather than a company. Based on the information provided though, the proposed naming request does meet the other requirements outlined in Board Policy I.K.1.b.ii.2. and is being proposed in consideration of ESI's cash and in-kind donation as well as additional commitment to help raise the remaining funds necessary to complete the capital project.

Staff recommends approval.

CONSENT
FEBRUARY 17, 2022

BOARD ACTION

I move to approve Boise State University's request to name the construction management facility the ESI Building - Construction Management facility.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
FEBRUARY 17, 2022**

STATE DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

| | |
|---------------|--|
| 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. |
| October 2021 | Board approved nineteen (19) provisional certificates for the 2021-2022 school year. |
| December 2021 | Board approved forty-nine (49) provisional certificates for the 2021-2022 school year. |

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND/DISCUSSION

Twenty-seven (27) complete emergency provisional certificate applications were received by the State Department of Education by December 22, 2021, including twenty-six (26) instructional and career technical education certificate applications and one (1) pupil service staff certificate application from the school districts listed below. These applications for the 2021-22 school year were reviewed by the Certification Department of the State Department of Education using the Board of Education 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 or endorsement to fill a certificated position. While the candidate is under emergency provisional certification, the school district or charter school is funded for the position the same as if they had a standard or interim certified person in the position.

Instructional and Career Technical Education Certificate Applications

Boise School District #001

Applicant Name: Kris Cools

Endorsement(s): Economics (6-12)

College Training: BA

Declared Emergency Date: 11/8/2021

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Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Economics and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Tammy Green

Endorsement(s): Theater Arts (6-12)

College Training: BA

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Theater Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Lisa Moore-Clifton

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

College Training: BS

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Visual Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Andrew Remaly

Endorsement(s): Theater Arts (6-12)

College Training: MA

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Theater Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Sabrina Schroeder

Endorsement(s): Theater Arts (6-12)

College Training: BA

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Theater Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Kaidi Stroud

Endorsement(s): Visual Arts (6-12)

College Training: MA

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

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Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Visual Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Timothy Taylor

Endorsement(s): Visual Arts (6-12)

College Training: BA

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Visual Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Applicant Name: Brooke Ward

Endorsement(s): Mathematics (6-12)

College Training: BS

Declared Emergency Date: 12/13/2021

Hire/Assignment Date: 12/2/2021

Summary of Recruitment Efforts: The Boise School District uses a Pool Based approach to hiring. When this position became open, the School District did not have any available applicants in the Mathematics Job Pool. This employee was a current substitute in the Boise School District and was hired to complete the rest of the 21-22 school year.

Applicant Name: Anthony Wuerfel

Endorsement(s): Theater Arts (6-12)

College Training: BA

Declared Emergency Date: 11/8/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The employee is a current teacher in the Boise School District that was misaligned to teach Theater Arts and did not have the proper endorsement to do so. This was not discovered until the ISEE submission.

Boundary County School District #101

Applicant Name: Sheila Lavala

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

College Training: 112 credits

Declared Emergency Date: 9/20/2021

Hire/Assignment Date: 9/20/2021

Summary of Recruitment Efforts: Due to an influx of students, the school district needed to fill another teaching position. The position was posted by the district on 9/8/2021. Four applicants were received, but none were certificated teachers. On 9/20/2021, it was deemed an emergency; the school district chose to hire an internal candidate and apply for an emergency provisional.

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Soda Springs School District #150

Applicant Name: Colter Evans

Endorsement(s): CTE Heavy Equipment, Construction Trades Technology, Certified Welding and Small Engine Repair

College Training: BA

Declared Emergency Date: 9/22/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: The school district interviewed four candidates for this position. Two were out of state, and after hearing details about the district and the position, the applicant declined the offer. The third candidate took another position before the offer was presented. This candidate had the most work history and is a former student of Soda Springs School District. He is also part of the staff as the high school's football coach. With mentoring and guidance from the staff, this seems like a good fit for the year.

Cassia School District #151

Applicant Name: Joelle Anthon

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 12/16/2021

Hire/Assignment Date: 5/24/2021

Summary of Recruitment Efforts: Advertised on district website. Four applicants applied and four were interviewed. Position became vacant when the current teacher left for another school. Candidate was already serving as a paraprofessional in the school district.

Jefferson County Joint School District #251

Applicant Name: Austin Davis

Endorsement(s): CTE Agriculture Science and Technology

College Training: BS

Declared Emergency Date: 9/8/2021

Hire/Assignment Date: 9/8/2021

Summary of Recruitment Efforts: The school district posted the position from February 2021 to August 2021. They received no applicants for the position.

Applicant Name: Jodie Young

Endorsement(s): CTE Practical Nursing (6-12), Nursing Assistant (6-12)

College Training: AAS

Declared Emergency Date: 8/1/2021

Hire/Assignment Date: 11/20/2021

Summary of Recruitment Efforts: The school district could not find a nurse willing to get her certification to teach the CNA class.

Minidoka County Joint School District #331

Applicant Name: Kody Andrew

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

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College Training: 115

Declared Emergency Date: 8/16/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: Had four applicants and two with the most qualifications were hired. Advertised on School Spring, the district website and Indeed.

Twin Falls School District #411

Applicant Name: Tiffany Harrison

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

College Training: 58 credits

Declared Emergency Date: 10/11/2021

Hire/Assignment Date: 10/18/2021

Summary of Recruitment Efforts: Not all of the candidates that applied for this position had the qualifications to become a math teacher. Some of the qualified candidates accepted the positions elsewhere in the district. The position was offered on July 22nd to a candidate and was accepted. However, the same candidate declined the offer on July 23rd. The position remained open until being offered on October 14th to Ms. Harrison.

Applicant Name: John Kapeleris

Endorsement(s): Social Studies (6-12)

College Training: BS

Declared Emergency Date: 12/13/2021

Hire/Assignment Date: 12/1/2021

Summary of Recruitment Efforts: The teacher who was in this position needed to move to Las Vegas for personal reasons. Mr. Kapeleris was a current guest teacher in the school district and had subbed in that classroom. He offered to become the teacher in the class for the remainder of the school year.

Applicant Name: James Poole

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

College Training: BS

Declared Emergency Date: 10/11/2021

Hire/Assignment Date: 8/9/2021

Summary of Recruitment Efforts: The four applicants that were interviewed for this position were offered other teaching positions within the school district. With no other applicants available, the position remained vacant when school started on August 16th. The football coach was approached for the position due to having the qualifications to be hired on an emergency provisional. The candidate was offered the position and hired on August 25th.

Filer School District #413

Applicant Name: Hailey Wadsworth

Endorsement(s): Social Studies (6-12), History (6-12)

College Training: BS

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Declared Emergency Date: 8/26/2021

Hire/Assignment Date: 8/26/2021

Summary of Recruitment Efforts: The position was posted in July. Only one applicant applied with a certification and endorsement in social studies. This applicant was under contract with another school district and therefore did not pursue. More applicants applied, but none were certified. Ms. Wadsworth applied, but had an expired credential. The position was offered to the candidate, and the school district is confident she will be able to reactivate her certification going forward.

Hansen School District #415

Applicant Name: Jeffrey Lewis

Endorsement(s): Natural Science (6-12)

College Training: 126

Declared Emergency Date: 12/14/2021

Hire/Assignment Date: 1/17/22

Summary of Recruitment Efforts: The social studies teacher submitted a letter of resignation on November 23, 2021. Email correspondence was sent to BSU, ISU, U of I, NNU and Eastern Oregon University asking if they had student teachers available. The position was advertised on the State Department of Education website.

Xavier Charter School #462

Applicant Name: Afton Perry

Endorsement(s): Physical Education (K-12), Health (6-12)

College Training: AA

Declared Emergency Date: 6/17/21

Hire/Assignment Date: 6/17/2021

Summary of Recruitment Efforts: This position was opened on May 18, 2021 and posted on School Spring. A total of three applicants applied for the position. None of the applicants had teacher certifications. All applicants were interviewed and the top applicant was recommended to the board and approved to be hired and seek an Emergency Provisional certificate.

Sage International School of Boise #475

Applicant Name: Diego Rodriguez

Endorsement(s): ESL (K-12)

College Training: MA

Declared Emergency Date: 10/26/2021

Hire/Assignment Date: 11/2/2021

Summary of Recruitment Efforts: The original English Learner (EL) instructor left the position in October 2021. The position was posted and two applications were received (one external/one internal). Both applicants are currently under full-time contracts. Applications have been filed for review for the 2022-2023 school year. Sage currently has a qualified classified employee who can fill the position.

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EL position needs filled immediately in order to continue providing EL services to K-12 students at Sage.

Legacy Public Charter School, Inc #478

Applicant Name: Megan Stockwell

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

College Training: 74 credits

Declared Emergency Date: 1/20/2022

Hire/Assignment Date: 12/2/2021

Summary of Recruitment Efforts: The position has been opened since summer 2021. The job was posted on the school's website, social media and shared by word-of-mouth. Many who had applied implied they spoke Spanish, but 90% had not worked in an educational/school setting. Seventeen applications were received, five interviewees never showed. One applicant that was hired reassured the ability to work in the US; turned out to not be true. The second hired applicant contracted COVID and did not show up, then decided not to take the job after the allotted quarantine time had expired. The current candidate is well-suited for the requirements of the job. She will be mentored by teachers at the school to help ensure her success.

Alturas Preparatory Academy #560

Applicant Name: Bethany Cassidy

Endorsement(s): Music (6-12)

College Training: BA

Declared Emergency Date: 11/17/2021

Hire/Assignment Date: 11/18/2021

Summary of Recruitment Efforts: Music teacher resigned mid-year. Candidate was a paraprofessional with a background in music and the theater arts.

Pupil Service Staff Certificate - School Psychologist Applications

Preston School District #201

Applicant Name: Todd Smith

Endorsement(s): School Psychology

College Training: BA

Declared Emergency Date: 8/18/2021

Hire/Assignment Date: 8/16/2021

Summary of Recruitment Efforts: End of 20-21 school year, both school psychs moved out of state. Job was posted on the state and district website as well as contacting surrounding universities for recent graduates interested in the position. Of the six applicants, none had the school psychology qualifications. One individual hired was a clinical psychologist but declined when informed of the requirements to receive the endorsement. This candidate was the only one willing to attend school. The candidate was accepted but the program will not begin until June 2022.

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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 funding could be impacted.

BOARD 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, 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 emergency provisional certification for the individual. The individual that the school district is requesting emergency certification for may have been in the classroom as a long-term substitute for the entire school 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 to incentivize school districts and charter schools to request emergency provisional certification earlier in the school year rather than waiting until the end of the school year. 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 a local education agency loses a staff member after the January Professional Standards Commission (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 no later than January of each year to make it through the Commission/Department process. Due to the length of time it was taking 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 limiting the recommendation

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process to recommendation from Department certification staff or Division of Career Technical Education staff as applicable to the type of certification. The Department staff have forwarded those applications they recommend for approval for Board consideration.

BOARD ACTIONS

I move to approve the request by State Department of Education for 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: Kris Cools, Tammy Green, Lisa Moore-Clifton, Andrew Remaly, Sabrina Schroeder, Kaidi Stroud, Timothy Taylor, Brooke Ward, Anthony Wuerfel, Sheila Lavala, Colter Evans, Joelle Anthon, Austin Davis, Jodie Young, Kody Andrew, Tiffany Harrison, John Kapeleris, James Poole, Hailey Wadsworth, Jeffrey Lewis, Afton Perry, Diego Rodriguez, Megan Stockwell, and Bethany Cassidy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by State Department of Education for one-year emergency provisional certificates in the School Psychology endorsement area at the specified school districts as provided herein for the 2021-22 school year for Todd Smith.

Moved by _____ Seconded by _____ Carried Yes _____ No _____