TAB	DESCRIPTION	ACTION
1	BAHR – FY23 APPROPRIATIONS	Action Item
2	BAHR -FY23 OPPORTUNITY SCHOLARSHIP - EDUCATIONAL COSTS	Action Item
3	BAHR – BOISE STATE UNIVERSITY – FOURTEEN (14) ONLINE PROGRAM FEES	Action Item
4	BAHR – BOISE STATE UNIVERSITY – DINING SERVICES AGREEMENT	Action Item
5	BAHR – BOISE STATE UNIVERSITY – MARKETING SERVICES MASTER AGREEMENT	Action Item
6	BAHR – IDAHO STATE UNIVERSITY – ELLUCIAN CONTRACT RENEWAL	Action Item
7	BAHR – IDAHO PUBLIC TELEVISION - FRIENDS OF IPTV OPERATING AGREEMENT – UPDATE	Action Item
8	IRSA – BOISE STATE UNIVERSITY – ONLINE BACHELOR OF SCIENCE, ADVANCED MEDICAL IMAGING	Action Item
9	IRSA – STATEWIDE PROGRAM RESPONSIBILITIES – UNIVERSITY OF IDAHO PROGRAM NAME CHANGES	Action Item

CONSENT TOC Page i

TAB	DESCRIPTION	ACTION
10	IRSA – GENERAL EDUCATION COMMITTEE APPOINTMENTS	Action Item
11	PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENTS	Action Item
12	PPGA – IDAHO STATE UNIVERSITY – FACILITY NAMING – COLLEGE OF PHARMACY	Action Item
13	SDE – EMERGENCY PROVISION CERTIFICATES	Action Item
14	SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS	Action Item
15	SDE – SAFETY BUSING – APPROVAL TO TRANSPORT STUDENTS LESS THAN 1½ MILES	Action Item
16	SDE – PRAXIS II ASSESSMENTS AND CUT SCORES	Action Item

BOARD ACTION

I move to approve the consent agenda.

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SUBJECT

FY 2023 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Applicable Legislative Appropriation Bills (2022)

BACKGROUND/ DISCUSSION

As of agenda preparation time, the appropriation bills for the institutions and agencies of the State Board of Education were in various stages. Bill numbers are provided if available.

The table on Tab 1 Attachment 1 lists the FY 2023 appropriations related to the State Board of Education.

IMPACT

Appropriations provide funding and spending authority for the agencies and institutions of the State Board of Education, allowing them to offer programs and services to Idaho's citizens.

ATTACHMENTS

Attachment 1 – FY 2023 Appropriations List

STAFF COMMENTS

Staff comments and recommendations are included for each specific institution and agency allocation.

BOARD ACTION

Motions for the allocations for College and Universities, Community Colleges, and Career Technical Education are found on each specific institution and agency allocation.

ATTACHMENT 1

State Board of Education FY 2023 Appropriations to Institutions and Agencies

		% Δ From	
	General	FY	Total Funda
Allocations	Fund	2022	Total Funds
College and Universities H776	\$338,065,500	8.0%	\$643,047,500
Community Colleges H759	56,928,900	9.9%	57,742,900
Career Technical Education H799	73,192,000	.3%	84,238,600
Agencies			
Agricultural Research & Extension S1419	35,395,700	8.3%	35,785,800
II III E I II B 04440	04.000.000	7.00/	05 000 000
Health Education Programs S1418	24,833,300	7.2%	25,200,800
Special Programs S1392	26,845,000	1.2%	32,383,800
State Board of Education H809	9,428,100	9.8%	34,041,900
Idaho Public Television H711, S1395	2,817,400	3.6%	3,127,400
Division of Vocational Rehabilitation S1348	8,494,100	3.6%	29,370,900
Idaho Public Charter Schools H725	182,400	4.8%	678,300
State Department of Education H789	13,771,700	2.3%	51,851,300

Statewide Issues

Permanent Building Fund Advisory Committee Appropriations, H779, H791:

In addition to Alteration and Repair projects, the following capital requests were recommended:

Idaho State University: Leonard Hall: Phase I/II Idaho State University: Pedestrian Railway Crossing- Idaho Falls campus College of Western Idaho: Health Science Building College of Southern Idaho: Auto/Agricultural Diesel Mechanics College of Eastern Idaho: Future Tech Facility College of Western Idaho: Horticulture Building North Idaho College: Diesel Bay Remodel & Training Aerospace Lab	3,400,000 3,000,000 10,000,000 10,000,000 13,000,000 5,000,000 3,325,000
University of Idaho: McCall Field Campus Improvements	900,000
Deferred maintenance (all institutions combined): approximately	170,800,000

SUBJECT

FY 2023 College and Universities Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 776 (2022)

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

BACKGROUND/DISCUSSION

The Legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board allocates the appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year budget base; 2) funds for the Enrollment Workload Adjustment (EWA); 3) operations and maintenance funds for new, major general education capital improvement projects; 4) decision units above the base; and 5) special activities or projects at the discretion of the Board. These funds, allocated along with revenue generated from potential fee increases, will establish the funding for the general education programs for FY 2023. The allocation for FY 2023 is shown on Tab 1a Attachment 1. The FY 2023 general fund appropriation includes the following items:

Maintenance of Current Operations (MCO):

 Increases in benefit costs 	\$1,975,000
Replacement capital	994,200
Statewide cost allocation	(476,700)
3% Base and \$1.25 Merit (CEC)	16,669,400
 Enrollment Workload Adjustment (EWA) 	(717,900)
Line Items:	
 Chief Audit Executive (transfer to OSBE) 	(191,000)
 Systemwide Risk Manager (transfer to OSBE) 	(157,600)
BSU: STEM Discipline Support	1,530,000
 ISU/UI: Joint Nuclear Engineering Program 	1,019,000
UI: McClure Center	279,500
 LCSC: Non-traditional Learners 	323,200
 LCSC: Cybersecurity Compliance 	91,600
 LCSC: Title IX Support 	66,600
 LCSC: Occupancy Costs 	155,500
 CEC Fund Shift to full 5% CEC 	3,395,500
Total General Fund increase over Base	\$24,956,300

ATTACHMENTS

Attachment 1 - C&U FY 2023 Appropriation Allocation Attachment 2 - Statement of Purpose/Fiscal Note

Attachment 3 - Appropriation Bill (H776)

STAFF COMMENTS

Staff recommends approval of the FY 2023 College and Universities allocation as presented in Attachment 1.

BOARD ACTION

I move to approve the allocation of the FY 2023 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 1a, Attachment 1.

Moved by	Seconded by	Carried Yes	No

FY 2023 College and University Allocation Based on HB 776

March 11, 2022

1	Appropriation:	FY22 Appr	FY23 Appr	% Chge	Sys Needs:	FY22 Appr	FY23 Appr
2	General Educ Approp: HB 776				HERC	1,962,700	1,962,700
3	General Account	315,109,200	338,065,500	7.29%	UG Research	200,000	200,000
4	Endowment Funds	19,632,800	22,918,100	16.73%	Sys Nds	2,252,600	2,252,600
5					IGEM	2,000,000	2,000,000
6	Total Gen Acct & Endow Funds	334,742,000	360,983,600	7.84%	Total	6,415,300	6,415,300
7	Student Fees/Misc Revenue	380.189.400	278.049.900	-26.87%			
8	One-time CARES Act and HESF Funding	32,790,000	4,014,000				
9	Total General Education Appropriation	747,721,400	643,047,500	-14.00%			
10	11 1						
11							
12	Allocation:	BSU	ISU	UI	LCSC	SYS-WIDE	TOTAL
13	FY22General Account	109,688,200	83,592,000	95,125,900	18,460,400	6,242,700	313,109,200
14	FY22 Endowment Funds	0	4,391,500	12,497,500	2,743,800	0,242,700	19,632,800
15	FY23 Budget Base	109,688,200	87,983,500	107,623,400	21,204,200	6,242,700	332,742,000
16	F123 Budget Base	109,000,200	67,963,300	107,023,400	21,204,200	0,242,700	332,742,000
17							
18	Additional Funding for FY23:						
19	MCO Adjustments:						
20	Personnel Benefits	1,041,300	475.000	376.000	125.400		2.017.700
21	Inflation including Library B&P	1,041,300	473,000	183,900	123,400	0	183,900
22	Recplacement Capital	0	0	994,200	0	U	994,200
23	CEC: 3.0% ongoing & \$1.25 merit	5,020,200	5,485,300	5.608.400	1.056.400		17,170,300
24	Compensation Schedule Changes	0,020,200	0,400,300	0,000,400	1,030,400		17,170,300
25	Endowment Fund Adjustments	0	472,200	1,545,000	540,600		2,557,800
26	Nonstandard Adjustments:	U	472,200	1,545,000	540,600		2,557,600
27	Risk Mgmt/Controller/Treasurer	(44.900)	122 100	(E20 600)	(25 400)		(476 700)
28	External Nonstandard Adjustments:	(44,800)	133,100	(529,600)	(35,400)		(476,700)
28 29		(222 700)	000 700	(4.244.400)	(169 500)		(717 000)
	Enrollment Workload Adjustment (EWA) - GF	(223,700)	988,700	(1,314,400)	(168,500)		(717,900)
30 31	Line Items	(00, 400)	(50,000)	(50,000)	(44.400)	0	(404.000)
	Chief Audit Executive	(68,400)	(52,000)	(59,200)	(11,400)		(191,000)
32	Systemwide Risk Manager	(59,900)	(45,700)	(52,000)	0	0	(157,600)
33	BSU Health Science Program	1,530,000		0	0	0	1,530,000
34	ISU, UI Nuclear Engineer Program	0	509,500	509,500	0	0	1,019,000
35	UI McClure Center	0	0	279,500	0	0	279,500
36	LCSC Non-Traditional Learners	0	0	0	323,200	0	323,200
37	LCSC Cybersecurity Compliance	0	0	0	91,600	0	91,600
38	LCSC Title IX Support	0	0	0	66,600	0	66,600
39	Occupancy Costs	0	0	0	155,500	0	155,500
40	CARES Act Funds, one-time	0	0	5,000	9,000	0	14,000
41	HESF Academic Support	4,000,000	0	0	0	0	4,000,000
42	CEC Fund Shift - General Funds	3,619,500	(727,800)	177,700	326,100	0	3,395,500
43	CEC Fund Shift - Student Fees	(5,249,000)	(1,792,800)	(2,499,600)	(1,253,800)	0	(10,795,200)
44	Total Addl Funding	9,565,200	5,445,500	5,224,400	1,225,300	0	21,460,400
45		101 500 100	05.004.000	115017100		0.040.700	
46	FY23 Gen Acct, Endow, CARES and HESF	124,502,400	95,221,800	115,347,400	23,683,300	6,242,700	364,997,600
47	% Change From FY22 Adjusted Budget Base	13.51%	8.23%	7.18%	11.69%	0.00%	9.69%
48	5,400 5 45 4 4 4 4 5 5 5	4.7 000 000	50 TOT 000	04.054.500	45.045.000		070 040 000
49	FY23 Estimated Student Fee Revenue	147,062,900	53,787,900	61,951,500	15,247,600	0	278,049,900
50	5) (20.0	074 505 000	440.000.700	477.000.000		0.010.700	0.10.017.500
51	FY23 Operating Budget	271,565,300	149,009,700	177,298,900	38,930,900	6,242,700	643,047,500
52		_			_	_	
53							
54	General Fund Increase over Base	10,814,200	6,476,200	5,736,400	1,929,500	0	24,956,300
55	% Increase	9.9%	7.7%	6.0%	10.5%	0.0%	8.0%
56	General Fund Increase - ongoing over Base	10,814,200	6,476,200	5,736,400	1,929,500	0	24,956,300
57	% Increase	9.9%	7.7%	6.0%	10.5%	0.0%	8.0%
58	General Fund Increase - ongoing less Benefits & CEC	4,752,700	515,900	-248,000	747,700	0	5,768,300
59	% Increase	4.3%	0.6%	-0.3%	4.1%	0.0%	1.8%

STATEMENT OF PURPOSE

RS29810 / H0776

This is the FY 2023 original appropriation bill for the College and Universities. It appropriates a total of \$643,047,500 and does not cap the number of authorized full-time equivalent positions. This division includes the budgets for Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, and Systemwide Programs. For benefit costs, the bill increases the appropriated amount for health insurance by \$850 to \$12,500 per eligible full time FTP, includes a one-year holiday of unemployment insurance, and adjusts workers' compensation amounts. The bill also provides funding for permanent employees for change in employee compensation. The enrollment workload adjustment and endowment adjustments are also included.

The bill funds twelve line items, which provide for occupancy costs; the research center at UI; non-traditional learner support; cybersecurity compliance; title IX support; a chief executive officer previously approved and included Office of the State Board budget; a risk manager previously approved and included Office of the State Board budget; STEM disciplines at BSU; nuclear engineering program support; the shift of dedicated funds to the General Fund to reduce the appropriation to support a 5% CEC; and the Higher Education Stabilization Fund for academic support.

Also included in this bill is two onetime FY 2022 supplemental appropriations, which provide for nuclear engineering program support, and to create an Eastern Idaho Forensic Pathology Center.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2022 Original Appropriation	4,751.82	313,109,200	283,954,700	32,790,000	629,853,900
Prior Year Reappropriation 1. Nuclear Engineering	0.00	0	174,282,900	0	174,282,900
Program Support	0.00	1,100,000	0	0	1,100,000
2. Forensic Pathology Center	0.00	900,000	0	0	900,000
FY 2022 Total Appropriation	4,751.82	315,109,200	458,237,600	32,790,000	806,136,800
Executive Carry Forward	0.00	106,800	0	0	106,800
Expenditure Adjustments FY 2022 Estimated	(15.84)	0	6,951,200	0	6,951,200
Expenditures	4,735.98	315,216,000	465,188,800	32,790,000	813,194,800
Removal of Onetime					
Expenditures	0.00	(2,106,800)	(183,375,900)	(32,790,000)	(218,272,700)
Base Adjustments	0.00	0	12,421,100	0	12,421,100
FY 2023 Base	4,735.98	313,109,200	294,234,000	0	607,343,200
Personnel Benefit Costs	0.00	1,975,000	1,611,000	0	3,586,000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Inflationary Adjustments	0.00	0	2,210,300	0	2,210,300
Replacement Items	0.00	994,200	, ,	0	994,200
1		,	0	0	· · · · · · · · · · · · · · · · · · ·
Statewide Cost Allocation Change in Employee	0.00	(476,700)	0	0	(476,700)
Compensation	0.00	16,669,400	11,150,100	0	27,819,500
Nondiscretionary Adjustments	0.00	(717,900)	0	0	(717,900)
Endowment Adjustments	0.00	0	2,557,800	0	2,557,800
FY 2023 Program Maintenance	4,735.98	331,553,200	311,763,200	0	643,316,400
1. Occupancy Costs	0.50	155,500	0	0	155,500
8. UI, Research Center9. LCSC, Non-Traditional	3.95	279,500	0	5,000	284,500
Learners 10. LCSC, Cybersecurity	2.00	323,200	0	6,000	329,200
Compliance	0.00	91,600	0	0	91,600
11. LCSC, Title IX Support 13. All Institutions, Chief Audit	1.00	66,600	0	3,000	69,600
Executive 14. All Institutions, Risk	0.00	(191,000)	0	0	(191,000)
Manager 16. BSU, STEM Discipline	0.00	(157,600)	0	0	(157,600)
Support 17. UI & ISU, Nuclear	0.00	1,530,000	0	0	1,530,000
Engineering Program Support 18. All Institutions, Fund Shift,	6.00	1,019,000	0	0	1,019,000
5% CEC	0.00	3,395,500	(10,795,200)	0	(7,399,700)
19. BSU, Academic Support Budget Law Exemptions/Reap-	0.00	0	4,000,000	0	4,000,000
propriation	0.00	0	0	0	0
FY 2023 Total	4,749.43	338,065,500	304,968,000	14,000	643,047,500
Chg from FY 2022 Orig Approp % Chg from FY 2022 Orig	(2.39)	24,956,300	21,013,300	(32,776,000)	13,193,600
Approp.	(0.1%)	8.0%	7.4%	(100.0%)	2.1%

Contact:

Janet E Jessup Budget and Policy Analysis (208) 334-4730

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

LEGISLATURE OF THE STATE OF IDAHO

Sixty-sixth Legislature

Second Regular Session - 2022

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 776

BY APPROPRIATIONS COMMITTEE

1 AN ACT RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDUCATION AND THE BOARD 2 OF REGENTS OF THE UNIVERSITY OF IDAHO; APPROPRIATING MONEYS TO THE 3 STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF 4 5 IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2023; PROVIDING REAPPROPRIATION AUTHORITY; 6 EXEMPTING THE APPROPRIATION FROM OBJECT AND PROGRAM TRANSFER LIMI-7 TATIONS; PROVIDING REQUIREMENTS FOR SYSTEMWIDE NEEDS; DIRECTING AN 8 ADJUSTMENT FOR STUDENT TUITION AND FEES FOR FISCAL YEAR 2023; PROVID-9 ING REQUIREMENTS FOR PERFORMANCE MEASURES; APPROPRIATING ADDITIONAL 10 MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE 11 UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE 12 STATE BOARD OF EDUCATION FOR FISCAL YEAR 2022; PROVIDING GENERAL FUND 13 REAPPROPRIATION AUTHORITY; AND DECLARING AN EMERGENCY AND PROVIDING AN 14 15 EFFECTIVE DATE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2022, through June 30, 2023:

22					FOR	
23		FOR	FOR	FOR	TRUSTEE AND	
24		PERSONNEL	OPERATING	CAPITAL	BENEFIT	
25		COSTS	EXPENDITURES	OUTLAY	PAYMENTS	TOTAL
26	I. BOISE STATE (JNIVERSITY:				
27	FROM:					
28	General					
29	Fund	\$108,501,100	\$8,243,500	\$3,757,800		\$120,502,400
30	HESF Strategic	Interest CU				
31	Fund	4,000,000				4,000,000
32	Unrestricted					
33	Fund	104,157,800	42,767,700	137,400		147,062,900
34	TOTAL	\$216,658,900	\$51,011,200	\$3,895,200		\$271,565,300

16

17

18

19

20

1					FOR	
2		FOR	FOR	FOR	TRUSTEE AND	
3		PERSONNEL	OPERATING	CAPITAL	BENEFIT	
4		COSTS	EXPENDITURES	OUTLAY	PAYMENTS	TOTAL
5	II. IDAHO STATE	UNIVERSITY:				
6	FROM:					
7	General					
8	Fund	\$88,472,200	\$1,596,000			\$90,068,200
9	Charitable Ins	titutions Endowm	ment Income			
10	Fund	1,868,800				1,868,800
11	Normal School E	Indowment Income				
12	Fund	3,284,800				3,284,800
13	Unrestricted					
14	Fund	<u>29,800,500</u>	20,380,400	\$3,607,000		<u>53,787,900</u>
15	TOTAL	\$123,426,300	\$21,976,400	\$3,607,000		\$149,009,700
16	III. UNIVERSIT	Y OF IDAHO:				
17	FROM:					
18	General					
19	Fund		\$5,600,700	\$4,485,700		\$100,862,300
20	_	ollege Endowment	Income			
21	Fund	940,100	740,500	246,900		1,927,500
22		ool Endowment In	come			
23	Fund	3,468,500	3,204,200			6,672,700
24	University End	owment Income				
25	Fund		5,127,000	752 , 900		5,879,900
26	Unrestricted					
27	Fund	47,081,300	14,870,200			61,951,500
28	American Rescue	e Plan				
29	Fund	<u>0</u>	<u>0</u>	<u>5,000</u>		<u>5,000</u>
30	TOTAL	\$142,265,800	\$29,542,600	\$5,490,500		\$177,298,900
31	TV TEWIC_CIAD	K STATE COLLEGE:				
32	FROM:	N STATE COLLEGE.				
33	General					
33 34	Fund	017 (14 100	40 252 522	0.405 000		400 000 000
35		\$17,614,100 Indowment Income	\$2,350,500	\$425,300		\$20,389,900
36	Fund					2 004 400
37	Unrestricted		3,284,400			3,284,400
38	Fund	12 206 700	1 007 100	00.000		15 047 600
00	Lana	13,396,700	1,827,100	23,800		15,247,600

1					FOR	
2		FOR	FOR	FOR	TRUSTEE AND	
3		PERSONNEL	OPERATING	CAPITAL	BENEFIT	
4		COSTS	EXPENDITURES	OUTLAY	PAYMENTS	TOTAL
5	American Rescue	Plan				
6	Fund	<u>0</u>	0	9,000		9,000
7	TOTAL	\$31,010,800	\$7,462,000	\$458,100		\$38,930,900
8	V. SYSTEMWIDE P	ROGRAMS:				
9	FROM:					
10	General					
11	Fund		\$2,167,900		\$4,074,800	\$6,242,700
12	GRAND TOTAL	\$513,361,800	\$112,160,100	\$13,450,800	\$4,074,800	\$643,047,500

SECTION 2. REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education any unexpended and unencumbered balances appropriated or reappropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education from dedicated funds for fiscal year 2022 to be used for nonrecurring expenditures for the period July 1, 2022, through June 30, 2023. The Office of the State Controller shall confirm the reappropriation amount, by fund, expense class, and program, with the Legislative Services Office prior to processing the reappropriation authorized herein.

SECTION 3. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. The State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education are hereby exempted from the provisions of Section 67-3511(1), (2), and (3), Idaho Code, allowing unlimited transfers between object codes and between programs for all moneys appropriated to them for the period July 1, 2022, through June 30, 2023. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 4. SYSTEMWIDE NEEDS. Of the amount appropriated in Section 1, Subsection V. of this act, the following amounts may be used as follows: (1) an amount not to exceed \$902,600 may be used by the Office of the State Board of Education for systemwide needs that benefit all of the four-year institutions, including but not limited to projects to promote accountability and information transfer throughout the higher education system; and (2) an amount of approximately \$1,960,500 may be used for the mission and goals of the Higher Education Research Council as outlined in State Board of Education Policy III.W., which includes awards for infrastructure, matching grants, and competitive grants through the Idaho Incubation Fund program.

SECTION 5. STUDENT TUITION AND FEES FOR FISCAL YEAR 2023. Notwithstanding the provisions of Section 67-3516(2), Idaho Code, the Division of Financial Management may approve the expenditure of dedicated state funds pursuant to the noncognizable process for student tuition and fees during fiscal year 2023. Each of the institutions' budget requests for fiscal year 2024 shall reflect all adjustments so approved by the Division of Financial Management.

SECTION 6. PERFORMANCE MEASURES. At the first interim meeting of the Joint Finance-Appropriations Committee in 2022, the Idaho State Board of Education shall bring for the committee's consideration suggested goals and performance measures for the college and universities to be used in future funding analysis.

SECTION 7. In addition to the appropriation made in Section 1, Chapter 347, Laws of 2021, and any other appropriation provided by law, there is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education \$900,000 from the General Fund to be expended for operating expenditures for the period July 1, 2021, through June 30, 2022, for the Eastern Idaho Forensic Pathology Center at Idaho State University and \$1,100,000 from the General Fund to be expended for the period July 1, 2021, through June 30, 2022, for a nuclear engineering program at Idaho State University and the University of Idaho.

SECTION 8. GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the Office of the State Board of Education any unexpended and unencumbered balances appropriated to the Office of the State Board of Education from the General Fund for nuclear engineering program support and for the Eastern Idaho Forensic Pathology Center in fiscal year 2022, in an amount not to exceed \$2,000,000 from the General Fund, to be used for nonrecurring expenditures for the period July 1, 2022, through June 30, 2023. The Office of the State Controller shall confirm the reappropriation amount, by fund, expense class, and program, with the Legislative Services Office prior to processing the reappropriation authorized herein.

SECTION 9. An emergency existing therefor, which emergency is hereby declared to exist, Section 7 of this act shall be in full force and effect on and after passage and approval. Sections 1, 2, 3, 4, 5, 6, and 8 of this act shall be in full force and effect on and after July 1, 2022.

SUBJECT

Community Colleges FY 2023 Appropriation Allocation

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 759 (2022)

BACKGROUND/DISCUSSION

The Legislature makes an annual appropriation to the State Board of Education for College of Eastern Idaho (CEI), College of Southern Idaho (CSI), College of Western Idaho (CWI) and North Idaho College (NIC). The allocation to the colleges includes the base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

IMPACT

The FY 2023 appropriation, shown on Tab 1b Attachment 1, includes General Fund increases in benefit costs, base 3% plus \$1.25 merit ongoing Change in Employee Compensation (CEC) for all employees, and decreases in Enrollment Workload Adjustment. Line items include the following:

CSI: Bridge to Success Summer Expansion	\$137,100
CSI: Adult Learner Services	126,900
CSI: Cyber Security Support	119,700
CSI: Compensation Equalization	56,000
CEI: Math Faculty	80,200
CEI: Biological Sciences Faculty	80,200
CWI: Student Retention	350,100
CWI: Student Success and Support	256,000
NIC: Occupancy Costs	317,300

ATTACHMENTS

Attachment 1 – FY 2023 CC Appropriations Allocation Attachment 2 – Statement of Purpose/Fiscal Note

Attachment 3 – Appropriation Bill (H759)

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY 2023 Community College allocation.

BOARD ACTION

I move to approve the allocation of the FY 2023 appropriation for the College of Southern Idaho, College of Eastern Idaho, College of Western Idaho, North Idaho College, and system-wide needs as presented on Tab 1b, Attachment 1.

Moved by	0 1 11	A ' 1'	\ /	k i
IVIOVAN DV	/ Seconded by	<i>∨</i> Carried `	V A C	No
		V	1 63	110

Idaho Community Colleges FY 2023 Appropriation Allocation - HB 759 11-Mar-22

	General Educ Approp: JFAC Action						
		CSI	CEI	CWI	NIC	Systemwide	Total
1	FY 22 Total Appropriation						
2	General Funds	15,293,500	5,317,600	17,178,700	12,970,600	1,039,200	51,799,600
3	CARES Act Funding	1,637,500	2,665,600	12,156,400	3,540,500	, ,	20,000,000
4	Dedicated Funds	200,000	200,000	200,000	200,000		800,000
5	Total FY22 Total Appropriation	17,131,000	8,183,200	29,535,100	16,711,100	1,039,200	72,599,600
6	11 1	, - ,	-,,	-,,	, , ,	, ,	,,
7	FY 23 Base						-
8	General Funds	15,293,500	5,317,600	17,178,700	12,970,600	39,200	50,799,600
9	Dedicated Funds	200,000	200,000	200,000	200,000	,	800,000
10	Total FY 23 Base	15,493,500	5,517,600	17,378,700	13,170,600	39,200	51,599,600
11	. 5.44 25 2455	.0, .00,000	0,011,000	,0.0,.00	, ,	00,200	-
12	FY 23 Maintenance Items						
13	Changes in Benefit Costs	87,600	27,600	66,500	79,400		261,100
14	Inflationary Cost Increases	-		-	-		,
15	Replacement Items	_		_	_		_
16	CEC: 3% ongoing & \$1.25 merit	1,382,000	408,900	1,448,300	1,373,200		4,612,400
17	Enrollment Workload Adjustment	(56,600)	173,900	(196,600)	(174,400)		(253,700)
18		1,413,000	610,400	1,318,200	1,278,200	_	4,619,800
19	FY 23 Maintenance	1,110,000	010,100	1,010,200	1,210,200		-
20	General Funds	16,706,500	5,928,000	18,496,900	14,248,800	39,200	55,419,400
21	Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
22	Total FY 23 Maintenance	16,906,500	6,128,000	18,696,900	14,448,800	39,200	56,219,400
23	Total 1 1 20 Maintenance	10,000,000	0,120,000	10,000,000	14,440,000	00,200	00,210,400
24	FY 23 Line Items						
25	CSI, Bridge to Success Summer Expan	137,100					137,100
26	CSI, Adult Learner Services	126,900					126,900
27	CSI, Cyber Security Support	119,700					119,700
28	CSI, Compensation Equalization	56,000					56,000
29	CEI, Math Faculty	,	80,200				80,200
30	CEI, Biological Sciences Faculty		80,200				80,200
31	CWI, Student Retention		00,200	350,100			350,100
32	CWI, Student Success and Support			256,000			256,000
35	NIC, Occupancy Costs			200,000	317,300		317,300
36	Total Line Items	439,700	160,400	606,100	717,300	0	1,923,500
37	. 5 (4). 2 (1) 5 (1) 5 (1)	100,100	.00,.00	000,.00	,	·	.,020,000
38	FY 23 Total Appropriation						
39	General Funds	17,146,200	6,082,400	19,095,000	14,566,100	39,200	56,928,900
40	CARES Act Funding	17,110,200	6,000	8,000	- 1,000,100	-	14,000
41	Dedicated Funds	200,000	200,000	200,000	200,000	_	800,000
42	FY 23 Total Appropriation	17,346,200	6,288,400	19,303,000	14,766,100	39,200	57,742,900
43	1 1 20 Total Appropriation	17,040,200	0,200,400	10,000,000	14,700,100	00,200	01,142,000
44							
45	GF Change from FY 22 Total	12.1%	14.4%	11.2%	12.3%	0.0%	9.9%
46	Of Offarige Hoffi 1 22 Total	12.170	17.770	11.270	12.570	0.070	3.370
47	GF Appropriation Allocation						
48	Personnel Costs	14,835,300	6,060,400	15,652,500	12,399,300		48,947,500
49	Operating Expenses	2,310,900	22,000	3,442,500	2,166,800	39,200	7,981,400
50	Capital Outlay	2,310,800	22,000	3,442,300	۷, ۱۵۵,۵۵۵	39,200	7,961,400
51	Trustee/Benefit Payments						0
52	Total General Funds	17,146,200	6,082,400	19,095,000	14,566,100	39,200	56,928,900
JZ	i otal Gelielai i uilus	17,140,200	0,002,400	19,090,000	14,500,100	39,200	30,320,300

STATEMENT OF PURPOSE

RS29796 / H0759

This is the FY 2023 original appropriation bill for Community Colleges. It appropriates a total of \$57,742,900 and includes support for the College of Southern Idaho, North Idaho College, College of Western Idaho, and College of Eastern Idaho. For benefit costs, the bill increases the appropriated amount for health insurance by \$850 to \$12,500 per eligible full time FTP, includes a one-year holiday of unemployment insurance, and adjusts workers' compensation amounts. The bill also provides funding for permanent employees for change in employee compensation. The bill funds nine line items, which provide for the bridge to success program; adult learner services; cyber security support; compensation equalization support; student retention efforts; student success and support; occupancy costs; math faculty; and science faculty.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2022 Original Appropriation	0.00	51,799,600	800,000	20,000,000	72,599,600
Removal of Onetime Expenditures	0.00	(1,000,000)	0	(20,000,000)	(21,000,000)
Base Adjustments	0.00	0	0	0	0
FY 2023 Base	0.00	50,799,600	800,000	0	51,599,600
Personnel Benefit Costs	0.00	261,100	0	0	261,100
Change in Employee Compensation	0.00	4,612,400	0	0	4,612,400
Nondiscretionary Adjustments	0.00	(253,700)	0	0	(253,700)
FY 2023 Program Maintenance	0.00	55,419,400	800,000	0	56,219,400
1. CSI, Bridge to Success Summer Program					
Expansion	0.00	137,100	0	0	137,100
2. CSI, Adult Learner Services	0.00	126,900	0	0	126,900
3. CSI, Cyber Security Support	0.00	119,700	0	0	119,700
4. CSI, Compensation Equalization	0.00	56,000	0	0	56,000
5. CWI, Student Retention	0.00	342,100	0	8,000	350,100
6. CWI, Student Success and Support	0.00	256,000	0	0	256,000
7. NIC, Occupancy Costs	0.00	317,300	0	0	317,300
9. CEI, Math Faculty	0.00	77,200	0	3,000	80,200
10. CEI, Biological Sciences Faculty	0.00	77,200	0	3,000	80,200
FY 2023 Total	0.00	56,928,900	800,000	14,000	57,742,900
Chg from FY 2022 Orig Approp	0.00	5,129,300	0	(19,986,000)	(14,856,700)
% Chg from FY 2022 Orig Approp.		9.9%	0.0%	(99.9%)	(20.5%)

Contact:

Janet E Jessup Budget and Policy Analysis (208) 334-4730

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

LEGISLATURE OF THE STATE OF IDAHO

Sixty-sixth Legislature

8

10

Second Regular Session - 2022

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 759

BY APPROPRIATIONS COMMITTEE

1 AN ACT	
2 RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDU	TATION FOR COMMINITTY
3 COLLEGES; APPROPRIATING MONEYS TO THE STATE BOARD (
4 MUNITY COLLEGES FOR FISCAL YEAR 2023; EXEMPTING TH	
5 OBJECT AND PROGRAM TRANSFER LIMITATIONS; AND DECLA	
6 PROVIDING AN EFFECTIVE DATE	TING AN EMERGENCI AND

7 Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education for Community Colleges the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2022, through June 30, 2023:

12		FOR	FOR	FOR	
13		PERSONNEL	OPERATING	CAPITAL	
14		COSTS	EXPENDITURES	OUTLAY	TOTAL
15	I. COLLEGE OF SOUTHERN IDAHO:				
16	FROM:				
17	General				
18	Fund	\$14,835,300	\$2,310,900		\$17,146,200
19	Community College				
20	Fund	<u>0</u>	200,000		200,000
21	TOTAL	\$14,835,300	\$2,510,900		\$17,346,200
22	II. COLLEGE OF WESTERN IDAHO:				
23	FROM:				
24	General				
25	Fund	\$15,652,500	\$3,442,500		\$19,095,000
26	Community College				
27	Fund		200,000		200,000
28	American Rescue Plan				
29	Fund	<u>0</u>	0	\$8,000	8,000
30	TOTAL	\$15,652,500	\$3,642,500		\$19,303,000

1		FOR	FOR	FOR	
2		PERSONNEL	OPERATING	CAPITAL	
3		COSTS	EXPENDITURES	OUTLAY	TOTAL
4	III. NORTH IDAHO COLLEGE:				
5	FROM:				
6	General				
7	Fund	\$12,399,300	\$2,166,800		\$14,566,100
8	Community College		, ,		
9	Fund	<u>0</u>	175,000	\$25 , 000	200,000
10	TOTAL	\$12,399,300			
11	IV. COLLEGE OF EASTERN IDAHO:				
12	FROM:				
13	General				
14	Fund	\$6,060,400	\$22,000		\$6,082,400
15	Community College				
16	Fund	200,000			200,000
17	American Rescue Plan				
18	Fund	<u>0</u>	<u>0</u>	\$6 , 000	<u>6,000</u>
19	TOTAL	\$6,260,400	\$22,000		\$6,288,400
20	V. CC SYSTEMWIDE:				
21	FROM:				
22	General				
23	Fund		\$39,200		\$39 , 200
24	GRAND TOTAL	\$49,147,500	\$8,556,400	\$39 , 000	\$57,742,900

SECTION 2. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. The State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2), and (3), Idaho Code, allowing unlimited transfers between object codes and between programs for all moneys appropriated to it for the period July 1, 2022, through June 30, 2023. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

32 SECTION 3. An emergency existing therefor, which emergency is hereby 33 declared to exist, this act shall be in full force and effect on and after 34 July 1, 2022.

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SUBJECT

Allocation of the Idaho Division of Career Technical Education appropriation

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 799 (2022)

BACKGROUND

The Idaho Legislature appropriates funds for career technical education in Idaho to the Idaho Division of Career Technical Education (IDCTE) in six designated functions: Administration, Secondary and General Programs, Postsecondary Programs, Educator Services, Related Programs and Other Services (continuously appropriated). IDCTE requests approval of the allocation of the FY 2023 appropriated funds detailed in Attachment 1.

DISCUSSION

The allocation is based on the increased level of funding in House Bill 799 and the provisions of the State Plan for IDCTE. The total appropriation reflects an overall increase of 0.1% from the original FY 2022 appropriation. H799 includes a one-time FY 2022 supplemental appropriation that shifts funds from operating expenditures to personnel costs, reallocates federal funds to align with the current Luma structure, and adds \$10 million per the Governor's Leading Idaho plan. The FY 2023 appropriation includes a base 3% plus \$1.25 per hour per FTP merit Change in employee Compensation; a 0.7% increase in health insurance premiums by \$850 to \$12,500; a one-year holiday of unemployment insurance; workers' compensation rate adjustments; and funds six line items as previously approved by the Board.

IMPACT

Establish FY 2023 operating budget.

ATTACHMENTS

Attachment 1 - FY 2023 Allocation of the Idaho Division of Career Technical Education

Attachment 2 - Statement of Purpose/ Fiscal Note (H799)

Attachment 3 - Appropriation Bills (H799)

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the allocation of the FY 2023 appropriation for IDCTE as detailed in Attachment 1.

BOARD ACTION

I	move	to	approve	the	request	from	the	Idaho	Division	of	Career	Techr	nical
Е	ducation	on f	or the allo	catio	on of the	FY 20	23 a	ppropri	iation as	deta	ailed in A	ttachn	nent
1	•												

Moved by	S	econded by	Yes	No

Idaho Division of Career Technical Education By Appropriation Unit, Account Category and Fund

	_	FY 2023*	FY 2022**	% Inc/(Dcr)	_
1	EDEA - Administration (2.8%)				
2	By Account Category				
3	50 Personnel Costs	1,939,600	1,782,200	8.8%	(1)
4	55 Operating Expenditures	382,200	386,300	(1.1%)	_
5	Total	2,321,800	2,168,500	7.1%	
6	By Fund				
7	10000 General Fund	2,301,800	2,148,500	7.1%	(1)
8	34800 Federal Grants	20,000	20,000	0.0%	(1)
9	Total	2,321,800	2,168,500	7.1%	
11	EDEB - Secondary and General (24.0%)				
12	By Account Category				
13	50 Personnel Costs	1,746,100	1,574,600	10.9%	(1)
14	55 Operating Expenditures	542,000	1,134,700	(52.2%)	(1)
15	60 Capital Outlay	3,600	0		
16	70 Trustee and Benefit Payments	17,886,700	20,973,800	(14.7%)	(4)
17	Total	20,178,400	23,683,100	(14.8%)	
18	By Fund				
19	10000 General Fund	16,163,800	16,153,500	0.1%	(1)
20	34500 ARPA/Federal COVID-19 Relief	3,600	210,000	(98.3%)	(3)
21	34800 Federal Grants	3,986,000	7,294,600	(45.4%)	(1)
22	34900 Miscellaneous Revenue	25,000	25,000	0.0%	(1)
23	Total	20,178,400	23,683,100	(14.8%)	_
25	EDEC - Postsecondary (63.4%)				
26	By Account Category				
27	50 Personnel Costs	45,517,800	43,209,800	5.3%	
28	55 Operating Expenditures	5,134,600	3,534,000	45.3%	(2)
29	60 Capital Outlay	107,700	, ,		()
30	70 Trustee and Benefit Payments	2,685,500	2,500,000	7.4%	(4)
31	Total	53,445,600	49,243,800	8.5%	• ' '
32	By Fund				
33	10000 General Fund	50,760,100	49,243,800	3.1%	(1)
34	34800 Federal Grants	2,685,500	0		(1)
35	Total	53,445,600	49,243,800	8.5%	_
37	EDED - Educator Services (1.8%)				
38	By Account Category				
39	50 Personnel Costs	294,900	166,500	77.1%	(1)
40	55 Operating Expenditures	509,100	509,900	(0.2%)	(1)
41	70 Trustee and Benefit Payments	702,500	2,222,900	(68.4%)	(1,4)
42	Total	1,506,500	2,899,300	(48.0%)	_ (=, .)
43	By Fund	_,000,000	_,000,000	(101075)	
44	10000 General Fund	1,231,500	2,624,300	(53.1%)	(1)
45	21800 Displaced Homemaker	0	0	(55,270)	(1)
46	34900 Miscellaneous Revenue	275,000	275,000	0.0%	(-)
47	Total	1,506,500	2,899,300	(48.0%)	-
. ,	10001	_,000,000	_,000,000	(10.070)	

40		FY 2023*	FY 2022**	% Inc/(Dcr)	_
49	EDEJ - Related Programs (8.1%)				
50	By Account Category				
51	50 Personnel Costs	815,400	593,100	37.5%	(1,5)
52	55 Operating Expenditures	231,100	313,100	(26.2%)	(1,5)
53	70 Trustee and Benefit Payments	5,739,800	5,294,700	8.4%	(4,5)
54	Total	6,786,300	6,200,900	9.4%	
55	By Fund				
56	10000 General Fund	2,734,800	2,837,400	(3.6%)	(1)
57	21800 Displaced Homemaker	170,000	170,000	0.0%	(1)
58	27400 Hazardous Materials	67,800	67,800	0.0%	(1)
59	34800 Federal Grants	3,798,700	3,110,700	22.1%	(6)
60	34900 Miscellaneous Revenue	15,000	15,000	0.0%	(1)
61	Total	6,786,300	6,200,900	9.4%	
63	EDEK - Other Services (Continuous Approp	riation per IC 33-490	04)		
64	By Account Category				
65	70 Trustee and Benefit Payments	0	0		_
66	Total	0	0		
67	By Fund				
68	31901 Motorcycle Safety Training	0	0		_
69 70	Total	0	0		
71	All Functions				
72	By Account Category				
73	50 Personnel Costs	50,313,800	47,326,200	6.3%	
74	55 Operating Expenditures	6,799,000	5,878,000	15.7%	
75	60 Capital Outlay	111,300	0		
76	70 Trustee and Benefit Payments	27,014,500	30,991,400	(12.8%)	_
77	Total	84,238,600	84,195,600	0.1%	
78	By Fund				
79	10000 General Fund	73,192,000	73,007,500	0.3%	
80	21800 Displaced Homemaker	170,000	170,000	0.0%	
81	27400 Hazardous Materials	67,800	67,800	0.0%	
82	34500 ARPA/Federal COVID-19 Relief	3,600	210,000	(98.3%)	
83	34800 Federal Grants	10,490,200	10,425,300	0.6%	
84	34900 Miscellaneous Revenue	315,000	315,000	0.0%	_
85	Total	84,238,600	84,195,600	0.1%	=

^{*} CEC of about 7%, health premium increase of \$850 per FTP, unemployment insurance holiday,
six line items, and FY 2022 supplement requests including \$10 million for Leading Idaho projects

^{**} Net of ongoing 2% base reduction; 2% CEC; .55% variable benefits; no change in health premium

^{90 1)} FY 2022 Luma project realignment; zero-sum agency-wide; FY 2023 CEC of about 7%

^{91 2)} FY 2023 shifted PC to OE given pandemic-related changes; added to PC via line-item requests

^{92 3)} FY 2022 HERF funds remaining balance available until Sep. 30, 2021

^{93 4)} FY 2022 Building Idaho's Future (BIF) funding = \$4,750,000 in Trustee and Benefit Payments

^{94 5)} FY 2022 Moved Fire Service Training program from postsecondary to IDCTE; zero-sum

^{95 6)} Federal Apprenticeship grant; increases in Adult Education and Perkins grants

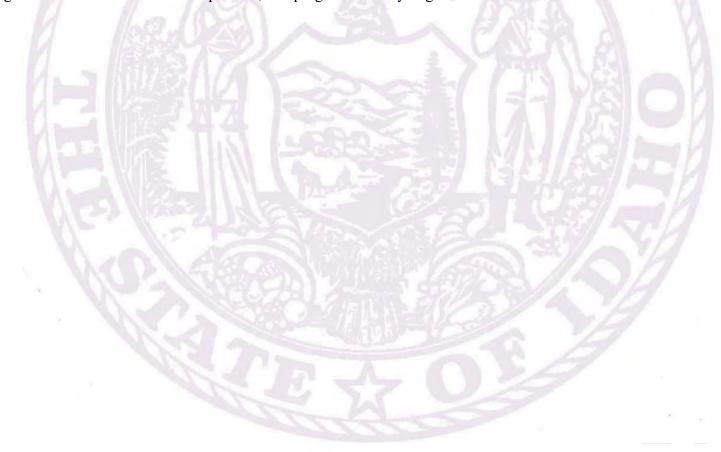
STATEMENT OF PURPOSE

RS29856 / H0799

This is the FY 2023 original appropriation bill for the Division of Career Technical Education. It appropriates a total of \$84,238,600 and includes support for secondary and postsecondary career technical programming. For benefit costs, the bill increases the appropriated amount for health insurance by \$850 to \$12,500 per eligible full time FTP, includes a one-year holiday of unemployment insurance, and adjusts workers' compensation amounts. The bill also provides funding for permanent employees for the equivalent of a 3% salary structure shift and provides \$1.25 per hour per eligible employee to be distributed based on merit for change in employee compensation.

The bill funds six line items, which provide additional funds for added cost and program growth for secondary CTE programs; quality program grant expansion; program quality support; postsecondary program support; a federal apprenticeship grant; and multiple program transfers to align programs.

This bill includes onetime FY 2022 supplemental appropriations, which provide for program transfers and account category realignment and program expansion and support. The latter includes funding to integrate the divisions data management with the Idaho System for Education Excellence, secondary and postsecondary grants for modernization and expansion, and program-industry alignment efforts.



DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2022 Original Appropriation	586.01	73,007,500	552,800	10,635,300	84,195,600
Prior Year Reappropriation	0.00	0	0	33,600	33,600
1. Fire Service Training, Shift to PC	0.00	0	0	0	0
2. INSPIRE Program, Shift to PC	0.00	0	0	0	0
3. Perkins Grants Coordinator, Shift to PC	0.00	0	0	0	0
4. Perkins Student Leadership, PC Shift	0.00	0	0	0	0
5. Federal Funding, Program Transfer	0.00	0	0	0	0
6. Data Management System, ISEE	0.00	1,500,000	0	0	1,500,000
7. Secondary Modernization/Support	0.00	4,000,000	0	0	4,000,000
8. Program Alignment with Industry	0.00	500,000	0	0	500,000
9. Postsecondary Modernization/Expansion	0.00	4,000,000	0	0	4,000,000
FY 2022 Total Appropriation	586.01	83,007,500	552,800	10,668,900	94,229,200
Expenditure Adjustments	(42.87)	(187,500)	0	0	(187,500)
FY 2022 Estimated Expenditures	543.14	82,820,000	552,800	10,668,900	94,041,700
Removal of Onetime Expenditures	(1.00)	(14,625,000)	0	(681,400)	(15,306,400)
Base Adjustments	0.00	0	0	(210,000)	(210,000)
FY 2023 Base	542.14	68,195,000	552,800	9,777,500	78,525,300
Personnel Benefit Costs	0.00	293,000	0	6,100	299,100
Statewide Cost Allocation	0.00	(4,100)	0	0	(4,100)
Change in Employee Compensation	0.00	2,748,200	0	56,800	2,805,000
FY 2023 Program Maintenance	542.14	71,232,100	552,800	9,840,400	81,625,300
1. Added Costs, Program Growth	0.00	702,600	0	0	702,600
2. Quality Program Grant Expansion	0.00	127,000	0	0	127,000
3. Program Quality Support	1.00	110,300	0	3,600	113,900
4. Postsecondary Program Support	11.25	1,020,000	0	0	1,020,000
5. Federal Apprenticeship Grants	1.00	0	0	649,800	649,800
6. LUMA Appropriation Realignment	(1.75)	0	0	0	0
Budget Law Exemptions/Other Adjustments	0.00	0	0	0	0
FY 2023 Total	553.64	73,192,000	552,800	10,493,800	84,238,600
Chg from FY 2022 Orig Approp	(32.37)	184,500	0	(141,500)	43,000
% Chg from FY 2022 Orig Approp.	(5.5%)	0.3%	0.0%	(1.3%)	0.1%

Contact:

Janet E Jessup Budget and Policy Analysis (208) 334-4730

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

LEGISLATURE OF THE STATE OF IDAHO

Sixty-sixth Legislature

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Second Regular Session - 2022

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 799

BY APPROPRIATIONS COMMITTEE

1	AN ACT
2	RELATING TO THE APPROPRIATION TO THE DIVISION OF CAREER TECHNICAL EDUCATION;
3	APPROPRIATING MONEYS TO THE DIVISION OF CAREER TECHNICAL EDUCATION FOR
4	FISCAL YEAR 2023; EXEMPTING THE APPROPRIATION FROM OBJECT TRANSFER LIM-
5	ITATIONS FOR POSTSECONDARY PROGRAMS; REDUCING THE APPROPRIATION TO THE
6	DIVISION OF CAREER TECHNICAL EDUCATION FOR FISCAL YEAR 2022; APPROPRI-
7	ATING ADDITIONAL MONEYS TO THE DIVISION OF CAREER TECHNICAL EDUCATION
8	FOR FISCAL YEAR 2022; PROVIDING GENERAL FUND REAPPROPRIATION AUTHOR-
9	ITY; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the Division of Career Technical Education the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2022, through June 30, 2023:

15					FOR	
16		FOR	FOR	FOR	TRUSTEE AND	
17		PERSONNEL	OPERATING	CAPITAL	BENEFIT	
18		COSTS	EXPENDITURES	OUTLAY	PAYMENTS	TOTAL
19	I. CTE ADMINISTRATION	N:				
20	FROM:					
21	General					
22	Fund	\$1,939,600	\$362,200			\$2,301,800
23	Federal Grant					
24	Fund	<u>0</u>	20,000			20,000
25	TOTAL	\$1,939,600	\$382,200			\$2,321,800
26	II. SECONDARY AND GEN	IERAL PROGRAMS	:			
27	FROM:					
28	General					
29	Fund	\$1,023,300	\$239,200		\$14,901,300	\$16,163,800
30	Miscellaneous Revenu	е				
31	Fund		25,000			25 , 000
32	American Rescue Plan					
33	Fund			\$3 , 600		3,600
34	Federal Grant					
35	Fund	722,800	<u>277,800</u>	<u>0</u>	<u>2,985,400</u>	3,986,000
36	TOTAL	\$1,746,100	\$542,000	\$3 , 600	\$17,886,700	\$20,178,400

1 2 3 4		FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
5	III. POSTSECONDARY	PROGRAMS:				
6	FROM:					
7	General					
8	Fund	\$45,517,800	\$5,134,600	\$107 , 700		\$50,760,100
9	Federal Grant					
10	Fund	<u>0</u>	<u>0</u>	<u>0</u>	<u>\$2,685,500</u>	2,685,500
11	TOTAL	\$45,517,800	\$5 , 134 , 600		\$2,685,500	\$53,445,600
12	IV. EDUCATOR SERVIC	CES PROGRAM:				
13 14	FROM:					
14 15	General					
15 16	Fund	\$294,900	\$234,100		\$702 , 500	\$1,231,500
16 17	Miscellaneous Reve					
17 18	Fund	<u>0</u>	<u>275,000</u>		<u>0</u>	<u>275,000</u>
10	TOTAL	\$294,900	\$509 , 100		\$702 , 500	\$1,506,500
19	V. RELATED PROGRAMS	S:				
20	FROM:					
21	General					
22	Fund	\$503 , 500	\$141,300		\$2,090,000	\$2,734,800
23	Displaced Homemake		, ,		, = , = = , = = =	, _, ,
24	Fund				170,000	170,000
25	Hazardous Material	s/Waste Enforcer	ment		,	,
26	Fund				67 , 800	67 , 800
27	Miscellaneous Reve	nue				
28	Fund		15,000			15,000
29	Federal Grant					
30	Fund	311,900	74,800		3,412,000	3,798,700
31	TOTAL	\$815,400	\$231,100		\$5,739,800	\$6,786,300
32	GRAND TOTAL	\$50,313,800	\$6,799,000	\$111,300	\$27,014,500	\$84,238,600

SECTION 2. EXEMPTIONS FROM OBJECT TRANSFER LIMITATIONS. Postsecondary Programs within the Division of Career Technical Education are hereby exempted from the provisions of Section 67-3511(1) and (3), Idaho Code, allowing unlimited transfers between object codes for all moneys appropriated to

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it for the period July 1, 2022, through June 30, 2023. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. Notwithstanding any other provision of law to the contrary, the appropriation made to the Division of Career Technical Education in Section 1, Chapter 130, Laws of 2021, is hereby reduced in the following amounts according to the designated programs and expense classes from the listed funds for the period July 1, 2021, through June 30, 2022:

9			FOR	
10		FOR	TRUSTEE AND	
11		OPERATING	BENEFIT	
12		EXPENDITURES	PAYMENTS	TOTAL
13	I. SECONDARY AND GENERAL PROGRAMS:			
14	FROM:			
15	Federal Grant Fund	\$52 , 000	\$1,005,200	\$1,057,200
16	II. EDUCATOR SERVICES PROGRAM:			
17	FROM:			
18	Federal Grant Fund	\$25 , 500		\$25,500
19	III. RELATED PROGRAMS:			
20	FROM:			
21	General Fund	\$50,000		\$50,000
22	Federal Grant Fund	48,000		48,000
23	TOTAL	\$98,000		\$98,000
24	GRAND TOTAL	\$175,500	\$1,005,200	\$1,180,700

SECTION 4. In addition to the appropriation made in Section 1, Chapter 130, Laws of 2021, and any other appropriation provided by law, there is hereby appropriated to the Division of Career Technical Education the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2021, through June 30, 2022:

1				FOR	
2		FOR	FOR	TRUSTEE AND	
3		PERSONNEL	OPERATING	BENEFIT	
4		COSTS	EXPENDITURES	PAYMENTS	TOTAL
5	I. CTE ADMINISTRATION:				
6	FROM:				
7	General Fund		\$1,500,000		\$1,500,000
8	II. SECONDARY AND GENERAL PROGRA	MS:			
9	FROM:				
10	General Fund			\$4,500,000	\$4,500,000
11	Federal Grant Fund	\$52 , 000	<u>)</u>	<u>0</u>	<u>52,000</u>
12	TOTAL	\$52,000)	\$4,500,000	\$4,552,000
13	III. POSTSECONDARY PROGRAMS:				
14	FROM:				
15	General Fund			\$4,000,000	\$4,000,000
16	Federal Grant Fund			<u>900,000</u>	<u>900,000</u>
17	TOTAL			\$4,900,000	\$4,900,000
18	IV. EDUCATOR SERVICES PROGRAM:				
19	FROM:				
20	Federal Grant Fund	\$25,500)		\$25 , 500
21	V. RELATED PROGRAMS:				
22	FROM:				
23	General Fund	\$50 , 000)		\$50 , 000
24	Federal Grant Fund	48,000		\$105,200	153,200
25	TOTAL	\$98,000	_	\$105,200	\$203,200
26	GRAND TOTAL	\$175 , 500	\$1,500,000	\$9,505,200	\$11,180,700

SECTION 5. GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby reappropriated to the Division of Career Technical Education the unexpended and unencumbered balances appropriated to the Division of Career Technical Education from the General Fund for program expansion and support in fiscal year 2022, in an amount not exceed \$10,000,000 from the General Fund, to be used for nonrecurring expenditures for the period July 1, 2022, through June 30, 2023. The Office of the State Controller shall confirm the reappropriation amount, by fund, expense class, and program, with the Legislative Services Office prior to processing the reappropriation authorized herein.

- SECTION 6. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its
- 3 passage and approval.

SUBJECT

FY 2023 Idaho Opportunity Scholarship Educational Costs

REFERENCE

LIVEINCE	
April 2016	The Board set the FY 2017 maximum annual award amount at \$3,000, expected student contribution at \$3,000 and educational cost for each institution.
December 2016	Board reviewed annual State Scholarship Report.
April 2017	The Board set the FY 2018 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.
December 2017	Board reviewed annual State Scholarship Report.
April 2018	The Board set the FY 2019 maximum annual award amount at \$3,500, expected student contribution at
	\$3,000 and educational cost for each institution.
December 2018	Board reviewed annual State Scholarship Report.
April 2019	The Board set the FY 2020 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.
December 2019	Board reviewed annual State Scholarship Report.
April 2020	The Board set the FY 2021 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.
April 2021	The Board set the FY 2022 maximum annual award amount at \$3,500, expected student contribution at \$3,000 and educational cost for each institution.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-4303, Idaho Code IDAPA 08.01.13, Rules Governing the Opportunity Scholarship Program

BACKGROUND/ DISCUSSION

The Legislature appropriated approximately \$27.7M in the FY 2022 budget for Scholarships and Grants managed by the Office of the State Board of Education. This amount is made up of approximately \$22.2M from the General Fund, \$1M from Miscellaneous Revenue, and \$4.5M in federal funds. In addition to the Idaho Opportunity Scholarship, the Scholarships and Grants appropriation covers the Work Study Program, Armed Forces and Public Safety Officer Scholarship, GEARUP Idaho Scholarship, and the Postsecondary Credit Scholarship. The GEARUP Idaho Scholarship is part of a state and federal cooperative program.

The Idaho Opportunity Scholarship is a hybrid scholarship combining academic merit with financial need and is based on a shared model of responsibility between the state and the student. Students must meet the minimum academic merit requirement set in Administrative Code to be eligible. Eligible students are then ranked based on a combination of need and merit. Need is based on the students'

expected family contribution calculated on the Free Application for Federal Student Aid (FAFSA) at the time of application and makes up 70% of the weighting used for ranking students. The remaining 30% is based on the students' cumulative grade point average. Beginning in FY 2019, the Board was authorized to award up to 20% of the amount appropriated for the Idaho Opportunity Scholarship for adult students who have earned at least 24 credits toward a certificate or degree and who return to complete a certificate or degree. Pursuant to Section 33-4303, Idaho Code, the purpose of the Idaho Opportunity Scholarship is to:

- a. Recognize that all Idaho citizens benefit from an educated citizenry;
- b. Increase individual economic vitality and improve the overall quality of life for many of Idaho's citizens;
- c. Provide access to eligible Idaho postsecondary education through funding to remove financial barriers;
- d. Increase the opportunity for economically disadvantaged Idaho students; and
- e. Incentivize students to complete a postsecondary education degree or certificate.

Section 33-4303, Idaho Code requires the Board set annually the educational costs for attending an eligible Idaho postsecondary institution; and to establish the need and merit criteria, the expected contributions of the student, the student's family and available federal financial aid, and the maximum educational costs. These criteria along with the application process are established in Administrative Code, IDAPA 08.01.13.

The educational cost is the amount determined by the Board as necessary for student tuition, fees, books, and other such expenses reasonably related to attendance at an eligible Idaho postsecondary educational institution. This cost is used in determining the monetary value of the Opportunity Scholarship. Pursuant to IDAPA 08.01.13, these amounts are required to be set for each eligible institution annually. Staff recommendations for determining this amount are based on the institutions' published educational cost for full-time undergraduate students attending two semesters per year.

While not required by statute or rule, the Board has historically set a maximum award amount in order to increase the number of awardees. Pursuant to Section 33-4303, Idaho Code, the maximum award amount may not exceed the actual education costs at the eligible institution the student attends or the educational costs established by the Board. When a student's cost for tuition and fees is over the maximum award amount, the award is limited to the set maximum award amount. Should the Board choose not to set a maximum award amount, the award would be limited by the actual cost to the student of tuition and fees and the maximum educational cost. A student's actual costs are not typically known at the time the initial awards are made. The maximum award amount allows for staff to

CONSENT – BAHR

make preliminary estimates of the total amount needed to cover awards in a given year, thereby allowing more awards to be distributed earlier.

Regardless of whether a student attended a 2-year or a 4-year institution, in FY 2022 the majority of students received awards at or near the maximum award amount. The following table shows the total funds distributed for the Opportunity Scholarship by academic year attended, the number of students awarded, and the average amount of the award for that year.

School Year	Amount	Number of	Average Award
		Awards	Amount
2014-2015	\$4,916,579	1,465	\$3,440
2015-2016	\$5,146,248	1,868	\$2,881
2016-2017	\$9,868,532	3,454	\$2,857
2017-2018	\$11,418,815	3,724	\$3,066
2018-2019	\$14,197,231	4,318	\$3,288
2019-2020	\$20,809,523	6,206	\$3,352
2020-2021	\$20,533,644	6,248	\$3,270
2021-2022	\$20,532,236	6,229	\$3,301

Of the awards made for the 2021-22 school year, 74 awardees earned the scholarship under the provisions established for Adult Learners.

Individual student award amounts for the Opportunity Scholarship are calculated based on: the educational cost for the institution the student attends, the student contribution amount, other scholarships and financial aid the student receives, actual tuition costs and the maximum award amount. Students may use scholarships and grants that do not come from institutional, state, or federal funds to offset the student contribution amount. Student loans are not included in the calculation of the eligible award amount.

As an example, based on the proposed amounts, if a student attends the University of Idaho with a set educational cost of \$21,898, the Opportunity Scholarship award amount would be calculated as follows:

	Student A	Student B	Student C
Educational Cost for Institution	\$22,254	\$22,254	\$22,254
Student Contribution	\$3,000	\$3,000	\$3,000
Other Scholarships and Financial Aid	\$10,000	\$16,000	\$5,000
Total Remaining	\$8,898	\$3,254	\$13,898
Maximum Eligible Award Amount	\$3,500	\$3,300	\$3,500

The actual award amount for each student may be further adjusted based on how other scholarships and financial aid are required to be applied and the actual

amount charged to the student. Payments are deposited into the students' institution account on the students' behalf.

IMPACT

Setting the educational cost and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the maximum award amount, this action will enable Board staff to begin processing applications and finalizing award determinations for FY 2023.

ATTACHMENTS

Attachment 1 – Educational Costs at Institutions

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Senate Bill 1392 (2022), setting the Special Programs FY 23 budget, appropriates \$22.2M from the General Fund, \$1M from miscellaneous revenue, and \$4.5M in federal funds for scholarship awards made for the 2022-2023 school year.

To be eligible for the Idaho Opportunity Scholarship a student must meet the minimum academic requirements established in Idaho Code and Administrative Code.

Pursuant to Section 33-4303, Idaho Code, an eligible student must:

- be an Idaho resident as defined in Section 33-3717B, Idaho Code;
- have graduated or will graduate from an accredited high school or its equivalent in Idaho;
- have enrolled or applied to an eligible Idaho postsecondary educational institution;
- be a postsecondary undergraduate student who has not previously completed a baccalaureate (bachelor's) degree or higher; and
- meet need and merit criteria as set by the Board.

The need and merit requirements set by the Board are established in IDAPA 08.01.13:

- 2.7 GPA or higher (or its equivalent as determined by a college entrance exam); adult learners may apply with a 2.5 GPA;
- good standing with postsecondary institution if renewing;
- completed the applicable course load requirements for renewal; and
- completed the FAFSA by the deadline.

Traditional applicants must attend full time and meet the minimum applicable credit requirements. Individuals with 24 or more earned credits who were granted the scholarship under the adult learner provision may attend part time, within the minimum part time credit hour requirements.

Scholarships are awarded based on the student ranking until the appropriated amount is expended. Students are ranked based on the combination of the

student need and student merit criteria. Up to 20% of the scholarship may be set aside for adult learners with some credits and no degree, however, due to the low number of adult learner applicants a much smaller amount is set aside each year.

Based on the educational costs for each eligible institution, staff recommends the FY 2023 educational cost for the Idaho Opportunity Scholarship award formula to be set for each public institution as follows:

- 1. \$22,254 for students attending University of Idaho (.4% increase over FY 2022)
- 2. \$25,522 for students attending Boise State University (5.0% increase over FY 2022)
- 3. \$23,092 for students attending Idaho State University (.3% decrease over FY 2022)
- 4. \$19,042 for students attending Lewis-Clark State College (.6% increase over FY 2022)
- 5. \$16,773 for students attending College of Eastern Idaho (0.0% increase over FY 2022)
- 6. \$14,650 for students attending College of Southern Idaho (2.5% increase over FY 2022)
- 7. \$16,323 for students attending College of Western Idaho (2.8% increase over FY 2022)
- 8. \$14,922 for students attending North Idaho College (0.0% increase over FY 2022)

Pursuant to IDAPA 08.01.13, the FY 2023 educational cost for the Idaho Opportunity Scholarship award formula for students attending eligible Idaho private, not-for-profit postsecondary institutions must be the average of the amount set for the four public four-year institutions. For FY2023, this amount would be \$22.478.

Staff recommends:

- The FY 2023 student contribution remain \$3,000, and to accept studentinitiated scholarships and non-institutional and non-federal aid as part of the student contribution; and
- The maximum award amount remain at \$3,500 for FY 2023.

BOARD ACTION

	move	to	approve	the	FΥ	2023	educational	cost	for	the	Idaho	Opportunity
So	cholars	ship	award b	e se	t not	to exc	ceed the amo	unts	set f	orth	in Attac	chment 1.

Moved by	Seconded by	_Carried Yes	No
ΔΝΩ			

I move to approve 2023 to be set at	e the Opportunity Scholars \$3,500.	ship maximum award a	mount for FY
Moved by	Seconded by	Carried Yes	No
AND			
	e the FY 2023 student con scholarships and non-inst bution.	•	•
Moved by	Seconded by	Carried Yes	No

ATTACHMENT 1

Educational Costs at Institutions	
University of Idaho	\$22,254
Boise State University	\$25,522
Idaho State University	\$23,092
Lewis-Clark State College	\$19,042
College of Eastern Idaho	\$16,773
College of Southern Idaho	\$14,650
College of Western Idaho	\$16,323
North Idaho College	\$14,922

BOISE STATE UNIVERSITY

SUBJECT

Fourteen (14) Online Program Fees

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 proposes to offer five new online undergraduate certificates and nine existing undergraduate certificates, utilizing an online program fee consistent with Board Policy V.R, Establishment of Fees. These certificates will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. A description of the certificates are included below.

Applied Leadership: Growing into a High-Impact Leader Certificate is an existing online certificate that provides students with insight into the challenges facing today's leaders while developing their own set of skills to address these challenges.

Content Production Certificate is an existing online certificate that provides students with (i) a broad foundation in design, (ii) an ability to interpret data and feedback to build prototypes and iterate ideas, and (iii) skills in teamwork and collaboration.

Creative Influence Certificate is an existing online certificate that provides students with (i) cultural competency and the capacity to weigh the impact of design on different populations, (ii) the ability to synthesize social and cultural insights from user data, and (iii) skills to identify user needs and implement design thinking methods to creatively solve problems.

Cryptography and Cryptanalysis Certificate is an existing online certificate that provides students with the necessary knowledge critical to the safeguarding of information security in the form of confidentiality, information integrity, authentication and non-repudiation services. With the increased need for certified credentials, the availability and value of these courses will now be highlighted by associating an explicit industry-relevant credential to completing the sequence of courses. The certificate will be offered to a broader demographic of students, including the traditional student, nontraditional adult students, including working adults planning to advance their careers, as well as students or adults located elsewhere in Idaho and the nation or in degree programs at other Idaho or national institutions and seeking this credential.

Cyber Operations Certificate is an existing online certificate that provides students with competency in cyber operations. There is a significant demand from industry and government at all levels for graduates with a skillset to function in cyber operations environments. This includes students who understand business needs and are able to operate the tools to defend and protect information systems and networks.

Cyber-Physical Systems Security for All Certificate is an existing certificate that provides students with cyber awareness. In this technology forward world, one that is expanding more rapidly than society and policy can react, it is imperative that we train all students with fundamental cyber defense skills. Accordingly, all students, no matter the major, should understand the implications of good versus bad cyber hygiene. The Cyber-Physical Systems Security-for-All (aka cyber for all) certificate bridges this gap. This certificate can be added to any degree across campus.

Innovation and Design Certificate is an existing certificate that provides students with (i) a broad foundation in creativity and innovation, (ii) a fluency in the use of emerging technologies, and (iii) the ability to apply design methodologies to creatively solve real-world problems.

Plus Business Certificate is an existing certificate that prepares graduates for the challenges of a competitive job market, providing liberal arts, health science, and engineering students with sufficient business knowledge to navigate any business environment successfully. Students will be able to understand the interrelationships among business functional areas and how businesses create value. This certificate provides skills for successful team management, business communication, and the tools and concepts required to make value-added financial decisions. The proposed program provides any non-business major at Boise State the option to add applied business knowledge to their chosen field of study.

Professional Readiness Certificate is a recently created fully online certificate. This program was developed with carefully selected courses, which target the core competencies that students need to excel outside of college. The certificate is especially supportive of student career development. The assemblage of courses gives students an edge in the workforce before they complete their degree(s) and allows them to pursue professional experience sooner. The certificate works closely with different departments across campus, bringing an interdisciplinary approach to workforce readiness.

Business Prep is a recently created fully online certificate. Select business and economics courses currently offered in Boise State's Online Degree Pathway (ODP) program are included in the Business Prep certificate.

Business Prep is designed as a business fundamentals certificate that supports several new and developing programs across Boise State. As we grow the Community Impact Program (CIP) and Management BBA program, a fully online pre-business certificate presents an additional entry point to college for non-traditional students. This certificate will contribute as part of a stackable degree program development at Boise State University.

This business fundamentals certificate would encourage higher numbers of lower division students to apply to and continue in the Management BBA program, as there would be better alignment between their chosen classes and required classes. Without a formal lower division curriculum, the pre-management student group signals interest only, rather than a meaningful commitment. The certificate aligns program expectations, advising guidance, and student behavior.

Data Analysis for All is a recently created fully online certificate, which integrates essential skills in communication, critical thinking, and creativity with data analysis tools and practices, including using spreadsheets, SQL (structured query language), and the R programming language. As part of earning the certificate, students will produce portfolio artifacts, earn the Google Career Data Analytics credential, and gain access to resources and employers in a high-demand field.

IT Support for All is a recently created fully online certificate, which integrates essential skills in communication, critical thinking, and creativity with systems management tools and practices, networking basics, including protocols, cloud computing, and practical applications of network security and troubleshooting. As part of earning the certificate, students will produce professional portfolio artifacts, earn the Google Career IT Support Professional credential, and gain access to resources and employers in a high-demand field.

Project Management for All is a recently created fully online certificate, which integrates essential skills in communication, critical thinking, and creativity with project management tools and practices, including iterative approaches such as Agile project management and the Scrum methodology. As part of earning the certificate, students will produce portfolio artifacts, earn the Google Career Project Management credential, and gain access to resources and employers in a high-demand field.

User Experience Design Certificate is an existing online certificate that provides students with (i) a broad foundation in design thinking and methodologies, (ii) a fluency in user experience design tools and processes, and (iii) the ability to develop and apply metrics for evaluating the success of design choices.

IMPACT

Approval of the student fees for the certificates will allow Boise State to charge an online program fee in lieu of resident or non-resident tuition in accordance with

Board Policy V.R., 3.a.x. The price-point of \$350 for the online certificates aligns with the majority of Boise State University's undergraduate online programs.

ATTACHMENTS

Attachment 1 – Notification Letter – Professional Readiness Certificate

Attachment 2 - Notification Letter - Business Prep Certificate

Attachment 3 – Notification Letter – Data Analysis for All Certificate

Attachment 4 – Notification Letter – IT Support for All Certificate

Attachment 5 - Notification Letter - Project Management for Certificate

STAFF COMMENTS AND RECOMMENDATIONS

Currently, Board Policy III.G does not require approval of a new undergraduate or graduate certificate consisting of fewer than 30 credit requirements. The requests before the Board are to approve online program fees for each certificate.

Boise State's request to assess an online program fee of \$350 per credit for each of the undergraduate certificates listed above aligns with criteria as defined in Board Policy V.R.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge an online program fee of \$350 per credit for undergraduate certificates in Applied Leadership Growing into a High Impact Leader; Content Production; Creative Influence; Cryptography and Cryptanalysis; Cyber Operations; Cyber Physical Systems Security for All; Innovation and Design; Plus Business; Professional Readiness; Business Prep; Data Analysis for All; IT Support for All; Project Management for All; and User Experience Design.

Moved by	Seconded by	Carried Yes	No
			: :



February 22, 2022

TJ Bliss Chief Academic Officer Office of the Idaho State Board of Education Boise, ID

Dear TJ,

The purpose of this this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create a *Professional Readiness* undergraduate certificate in the College of Arts and Sciences.

The new certificate will go into effect in Fall 2022.

This program was developed with carefully selected courses which target the core competencies that students need to excel outside of college. The certificate is especially supportive of student career development. The assemblage of courses gives students an edge in the workforce before they complete their degree(s) and allows them to pursue professional experience sooner. The certificate works closely with different departments across campus, bringing an interdisciplinary approach to workforce readiness.

The wholly online 12 credit certificate will not require any additional resources. Projected enrollment is 30 students.

Please do not hesitate to contact me should you need additional information.

Sincerely,

Zeynep Hansen, PhD

Vice Provost for Academic Planning

Office of the Provost

Cc: Patty Sanchez

> John Buckwalter Mark Damm Leslie Durham

Professional Readiness Certificate			
Course Number and Title			
IDS100 – Skill Advancement I	1		
IDS200 – Skill Advancement II	1		
IDS299 – Skill Advancement III	1		
Complete 3 of the following			
Take at least 1 of the following:			
 IDS210 – Technology Essentials for the Modern Workplace 	3		
o COID264 – Project Management I: Start, Plan, Run	3		
Take at least 1 of the following:			
o IDS211 – Data Informed Problem Solving			
o COID268 – Data Analysis I: Prepare, Process, Analyze	3		
Take at least 1 of the following:			
 IDS210 – Technology Essentials for the Modern Workplace 			
o BUSCOM201 – Global Business Communication	3		
o ENGL212 – Introduction to Technical Communication	3		
Take at least 3 credits from the following:			
o IDS213 – Fostering Cooperation and Innovation	3		
o IDS292 – IDS Practicum	1		
o IDS293 – IDS Internship	1		
o COMM201 – Argument and Reason	3		
Total Credits			

February 7, 2022

TJ Bliss Chief Academic Officer Office of the Idaho State Board of Education Boise, ID

Dear TJ,

The purpose of this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create a new *Business Prep Certificate in* the College of Business and Economics.

The new undergraduate certificate will go into effect in Fall 2022.

Select business and economics courses currently offered in Boise State's Online Degree Pathway (ODP) program are included in the Business Prep certificate.

Business Prep is designed as a business fundamentals certificate that supports several new and developing programs across Boise State. As we grow the Community Impact Program (CIP) and Management BBA program, a fully online pre-business certificate presents an additional entry point to college for non-traditional students. This certificate will contribute as part of a stackable degree program development at Boise State University.

Graduates of this certificate will gain valuable critical thinking and quantitative analysis skills that apply to a broad range of career goals. Specifically, students will be able to apply introductory accounting, economics, and spreadsheet principles in a variety of academic and preprofessional contexts. The certificate provides a gateway to upper-division business courses should a student choose to pursue that option. The certificate will help stimulate the state economy by expanding access to skills and knowledge that provide a foundation for business acumen.

Please do not hesitate to contact me should you need additional information.

Sincerely,

Zeynep Hansen, PhD

Vice Provost for Academic Planning

Office of the Provost

Cc: Patty Sanchez

John Buckwalter Mark Damm

Mark Bannister

Business Prep Certificate			
Course Number and Title			
ACCT205 – Introduction to Financial Accounting			
ACCT206 – Introduction to Managerial Accounting			
ITM109 – Introductory Spreadsheet Topics			
Take at Least one of the Following:			
ECON201 – Principals of Macroeconomics			
ECON202 – Principals of Microeconomics			
Total Credits	10		



February 22, 2022

TJ Bliss Chief Academic Officer Office of the Idaho State Board of Education Boise, ID

Dear TJ,

The purpose of this this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create a Data Analysis for All undergraduate certificate in the College of Innovation and Design.

The new certificate will go into effect in Fall 2022.

The Data Analysis for All certificate integrates essential skills in communication, critical thinking, and creativity with data analysis tools and practices, including using spreadsheets, SQL (structured query language), and the R programming language. As part of earning the certificate, students will produce portfolio artifacts, earn professional credentials, and gain access to resources and employers in high-demand fields.

The wholly online 7 credit certificate will not require any additional resources. Projected enrollment is 50 students.

Please do not hesitate to contact me should you need additional information.

Sincerely,

Zeynep Hansen, PhD

Vice Provost for Academic Planning

Office of the Provost

Cc: Patty Sanchez

> John Buckwalter Mark Damm Shawn Benner

Data Analysis for All Certificate		
Course Number and Title	Credits	
COID268 – Data Analysis I: Prepare, Process, Analyze	3	
COID269- Data Analysis II: Visualize, Share, Act		
Total Credits	7	

ATTACHMENT 3



February 22, 2022

TJ Bliss Chief Academic Officer Office of the Idaho State Board of Education Boise, ID

Dear TJ,

The purpose of this this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create an IT Support for All undergraduate certificate in the College of Innovation and Design.

The new certificate will go into effect in Fall 2022.

The IT Support for All certificate integrates essential skills in communication, critical thinking, and creativity with systems management tools and practices, networking basics, including protocols, cloud computing, and practical applications of network security and troubleshooting. As part of earning the certificate, students will produce portfolio artifacts, earn professional credentials, and gain access to resources and employers in a high-demand field.

The wholly online 7 credit certificate will not require any additional resources. Projected enrollment is 50 students.

Please do not hesitate to contact me should you need additional information.

Sincerely,

Zeynep Hansen, PhD Vice Provost for Academic Planning

Office of the Provost

Cc: Patty Sanchez John Buckwalter Mark Damm Shawn Benner

IT Support for All Certificate		
Course Number and Title	Credits	
COID266 – IT Support I: Support and Computer Networking		
COID267 – IT Support II: System Administration, Infrastructure, and Security		
Total Credits	7	

ATTACHMENT 4



February 22, 2022

TJ Bliss Chief Academic Officer Office of the Idaho State Board of Education Boise, ID

Dear TJ,

The purpose of this this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create a Project Management for All undergraduate certificate in the College of Innovation and Design.

The new certificate will go into effect in Fall 2022.

The Project Management for All certificate integrates essential skills in communication, critical thinking, and creativity with project management tools and practices, including iterative approaches such as Agile project management and Scrum methodology. As part of earning the certificate, students will produce portfolio artifacts, earn professional credentials, and gain access to resources and employers in a high demand field.

The wholly online 7 credit certificate will not require any additional resources. Projected enrollment is 50 students.

Please do not hesitate to contact me should you need additional information.

Sincerely,

Zeynep Hansen, PhD Vice Provost for Academic Planning

Office of the Provost

Cc: Patty Sanchez John Buckwalter Mark Damm

Project Management for All Certificate	
Course Number and Title	Credits
COID264 – Project Management I: Start, Plan, Run	
COID265 – Project Management II: Apply, Execute, Deliver	
Total Credits	7

BOISE STATE UNIVERSITY

SUBJECT

Dining Services Agreement between Boise State University and Compass Group USA, Inc., by and through its Chartwells Higher Education Division ("Chartwells").

REFERENCE

April 2006 Idaho State Board of Education (Board) delegated

approval authority to the Executive Director of the State Board of Education for the food service contract with

Aramark Educational Services, LLC (Aramark)

July 2006 Executive Director for the Board approved food service

contract with Aramark

February 2016 Board approved food service contract with Aramark for

five years with optional five one-year renewals.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3 and V.C.2.a

BACKGROUND/DISCUSSION

The campus dining experience is a meaningful and integral part of campus life, connecting the community, and helping to foster student success and retention. The dining program is designed to create memories and enrich the student experience, playing an integral role in student success.

History and Procurement Process

Boise State University has historically utilized a third-party contractor to operate its dining services operations, in conjunction with the University's Campus services staff. As the current contract neared expiration, Boise State issued a Request for Proposal ("RFP") for Dining Services to solicit proposals from contractors desiring to provide dining service operations at Boise State University. The University involved key University stakeholders, including students, as well as its consultants in the RFP creation and evaluation process as part of the Evaluation Team. After evaluating all responses in accordance with the RFP and standard purchasing policies and procedures, Boise State selected Chartwells' proposal and commenced contract negotiations.

Dining Services Agreement

At this time, Boise State is requesting the Board's approval to enter into the attached Dining Services Agreement with Chartwells for an initial term of five years (the "initial term"), with five additional one-year renewal terms subject to mutual

agreement (each a "renewal term"), for a maximum term of ten years. Some key terms of the Agreement are summarized as follows:

Services Provided

Chartwells will provide residential dining, retail dining, micro-markets, concessions, alcoholic and non-alcoholic beverage services, athletic training table services, and food vending. In addition, Chartwells will provide catering on a non-exclusive basis, including camp and conference services, as the University's preferred caterer. Chartwells will be required to comply with all applicable University policies and procedures, including alcohol permitting requirements, as well as licensing requirements and other applicable laws and regulations in providing all contracted services.

Fees and Payments

Services will be provided on a cost of business plus management fee basis whereby Chartwells is reimbursed for Chartwells' Cost of Business and receives a Management Fee equal to four percent (4%) of Net Sales. Costs of Business reimbursed to Chartwells include direct and actual cost paid by Chartwells for the purpose of providing Services to the University. The University has agreed to provide an advance of \$1,000,000 to Chartwells for initial operations costs. Receipt by Chartwells of their full Management Fee is subject to performance metrics (KPIs) established by the Parties. In addition, Chartwells has provided a guarantee to the University equal to 80% of anticipated University net profits established in the annual budget prepared by the Parties.

Capital and other Financial Contributions by Chartwells

Chartwells will invest an aggregate amount of \$7,500,000, consisting of \$1,000,000 in pre-opening expenses, \$500,000 in unrestricted funds, and \$6,000,000 in capital investments to the University. Pre-Opening Expenses of \$1,000,000 as well as the \$6,000,000 Capital Investment are amortized over the initial five-year term.

In the event the Agreement terminates prior to the expiration of the initial five-year term, the University will be required to pay Chartwells the unamortized balance to compensate for the benefit of the improved facilities. The \$500,000 in unrestricted funds will be amortized over a ten-year term. In the event the Agreement terminates prior to expiration of the full ten-year term, the University will be required to repay the unamortized balance of these expenses at the time of termination. For example, if either Party elects not to pursue any renewal terms, Boise State would be required to repay \$250,000 to Chartwells at the end of the initial five-year term. In addition, Chartwells will fund annual in-kind contributions of approximately \$81,050, and contribute to an Innovation Fund in years two through four of the Agreement.

Finally, Chartwells has agreed to provide a one-time employee bonus fund of \$250,000 to be utilized by Chartwells to recruit employees to provide the Services.

Chartwells has also committed to allocate 25% of its Management Fee towards an employee performance and reward fund. Chartwells has also committed to a student internship program. These funds are at no cost to the University but of benefit to Boise State community members, who may become Chartwells employees.

Change in Circumstances and Modifications

The Agreement provides for certain assumptions to be continually met in order to retain the financial arrangements agreed to by the Parties. These assumptions are outlined in Attachment C to the Agreement. In the event the Services, or these assumptions, are materially altered during the term of the Agreement, the Parties have agreed to negotiate in good faith to modify the operations and/or financial arrangements to address the changed circumstances.

IMPACT

Boise State projects revenues in excess of direct expenses (including the Chartwells fee) of approximately twenty million dollars (\$20,000,000) over the initial five-year term of the Agreement. Chartwells has provided a guarantee to Boise State that it will achieve and retain at least 80% of the amount budgeted annually if no change in circumstance occurs.

Chartwells will receive up to 4% of revenues from dining operations in the form of a management fee, as well as reimbursement of its Costs of Business directly tied to providing the dining services to Boise State. Payment of the Management Fee, however, is tied to key performance indicators and objective metrics agreed to between the parties. As such, if Chartwells fails to Perform in accordance with the KPIs, it will not receive its full management fee. Assuming Chartwells receives its full fee, the Parties currently estimate paying Chartwells a management fee of \$861,978 in year one, and approximately \$4,619,607 over the initial five-year term.

In addition, Chartwells will invest an aggregate amount of \$7,500,000 in investments to the University, for capital upgrades, pre-opening expenses and other uses to improve the dining service operations, as well as other funds described above. As noted, unamortized amounts of certain of these investments could require repayment if the Parties terminate the agreement or do not renew for the entire ten-year term.

ATTACHMENTS

Attachment 1 - Proposed Dining Services Agreement

STAFF COMMENTS AND RECOMMENDATIONS

BSU issued a Request for Proposal (RFP) for dining service operations. Chartwells is the selected vendor. The proposed agreement ensures profitability for BSU and includes capital investments in the dining facilities. This is a new contract, and it complies with the relevant Board policies. Chartwells also provides

dining services to Idaho State University and the University of Idaho. Staff recommends approval.

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I move to approve the request by Boise State University to award its RFP for its dining services to Chartwells Higher Education Division ("Chartwells"), and to authorize the President or her designee to execute the agreement in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by	Seconded by	V	Carried Yes	No	

DINING SERVICES AGREEMENT

Boise State University, a State of Idaho public institution of higher education (hereinafter called the "University") hereby awards to Compass Group USA, Inc., by and through its Chartwells Higher Education Division (hereinafter called "Chartwells") (individually, "Party"; collectively, the "Parties") this Dining Services Agreement to furnish dining services to the University, as specified in Boise State University Request for Proposals Number NS22-121 issued by University on October 19, 2021, as amended (the "RFP") and Chartwell's Dining Services Proposal for Boise State University submitted by Chartwells in response to the RFP (the "Response"), in accordance with the terms and conditions of this Dining Services Agreement and the RFP Documents hereinafter defined (collectively, the "Agreement"). The RFP, all amendments thereto, the Response and the questions and answers submitted by Chartwells as part of the RFP process are collectively referred to herein as the "RFP Documents."

THIS AGREEMENT is supplemented by Attachments A through E attached hereto, which have been agreed to by the Parties, and the RFP Documents, each of which by this reference are made a part hereof as though fully set forth herein. To the extent any provisions contained within the collective documents may be in conflict or be inconsistent, their order of authority shall be as follows: 1) the Dining Services Agreement; then 2) Attachments A through E attached hereto; then 3) the RFP Documents.

1. TERM OF AGREEMENT

This Agreement shall be effective upon the last date of a Party's signature hereto (the "Effective Date"), commencing with a transition phase from the Effective Date through May 15, 2022 (the "Transition Period."). Following the Transition Period, the initial term of this Agreement shall commence for a period of five (5) years, commencing as of May 15, 2022, and continuing through May 14, 2027 unless sooner terminated in accordance with the provisions hereof ("Initial Term"). At the expiration of the Initial Term, this Agreement may, if mutually agreed, be extended by one (1) year up to five (5) times (each a "Renewal Term" and collectively with the Initial Term, hereinafter referred to as the "Term"), by mutual written consent of the parties at least ninety (90) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect unless expressly modified by mutual agreement of the Parties in writing for the Renewal Term.

2. TERMINATION

- A. <u>Termination by University for Convenience</u>. The University may terminate this Agreement, in whole or in part, without cause, in its sole discretion, at any time with thirty days' (30) prior written notice to Chartwells, which written notice must set forth the proposed Termination Date.
- B. <u>Termination by Chartwells for Convenience</u>. If Chartwells desires to terminate this Agreement for convenience before it expires, Chartwells shall give at least ninety (90) days' written notice in advance and such termination shall be effective only at the close of a semester (e.g. fall, spring, or summer) following the minimum 90-day notice period. By way of example, if

Chartwells provides notice of termination to the University on December 31, 2022, the termination would not be effective until May 14, 2023 (e.g. the end of spring semester 2023).

- C. <u>Termination for Cause</u>. If either Party defaults in the performance of any material provision of this Agreement, then the non-defaulting Party may give written notice to the defaulting party that if the default is not cured within thirty (30) calendar days the Agreement will be terminated. If the defaulting Party fails to cure its default within thirty (30) calendar days, the non-breaching Party may, at its option, terminate this Agreement and/or pursue any other remedy at law or in equity. All such remedies are cumulative and may be exercised concurrently or separately. The defaulting Party shall pay the non-defaulting Party all costs and expenses, including attorneys' fees, incurred by the non-defaulting Party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- D. <u>Termination for Negative Activity</u>. If, during the Term of this Agreement, Chartwells is engaged in activity that is reasonably considered to be (i) fraudulent or deceptive, or (ii) involves criminal dishonesty, theft, or misappropriation, or (iii) engages in repeat or persistent violations of health and safety codes or permit or licensing requirements (each, a "Negative Activity"), then the University may give a written notice to Chartwells of such Negative Activity. If the Negative Activity is not remediated within thirty (30) calendar days from such notice, University may, at its option, terminate or suspend this Agreement effective ten (10) days after the end of said period.
- E. Effect of Termination. The termination of this Agreement shall not release either Party from any obligation or liability to the other Party, including any payment and delivery or service obligation, that occurred prior to the Termination Date, or any payment that comes into effect upon termination of the Agreement, as further described in Attachment C. Following termination of the Agreement, Chartwells shall invoice University for any outstanding fees or expenses due and owing as of the Termination Date, in accordance with the payment provisions of this Agreement, as well as any unamortized amounts required to be paid in accordance with Attachment C, and University shall pay any undisputed charges on such invoice within thirty (30) days' following receipt thereof. If a deposit or advance payment has been made by University, Chartwells shall promptly reimburse such amounts to University upon termination of the Agreement. Each Party shall promptly return to the other Party all documents and materials containing confidential information, or permanently erase all of the other Party's confidential information from its systems and return all tangible property belonging to the other Party. Upon termination for any reason, Chartwells shall provide reasonable cooperation and assistance to University in transitioning services to a new provider.

3. CHARTWELL'S REPRESENTATIONS

Chartwells represents and warrants the following: (a) the execution, delivery, and performance of this Agreement by Chartwells will not violate, conflict with, or result in any breach or default under, any applicable law or the provisions of any contract to which Chartwells is a party, (b) this Agreement has been executed and delivered by Chartwells and constitutes the legal, valid, binding obligation of Chartwells, enforceable against Chartwells in accordance with its terms; (c) it has all the requisite resources, skills, experience, and qualifications to perform all services and obligations hereunder in a professional and workmanlike manner, in accordance with the highest and best industry standards for similar services and in conformance with the RFP

Documents and the terms of the Agreement, (d) 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 required hereunder; (e) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder; (f) 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, regulation or applicable local ordinance; and (g) that it has visited the University and familiarized itself with the local conditions under which this Agreement is to be performed.

4. GENERAL QUALITY

All of Chartwells' work shall be performed with the highest degree of skill and completed in accordance with the Agreement and RFP Documents.

5. LAWS, REGULATIONS AND PERMITS

Chartwells shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the performance of the Services. Chartwells shall secure all licenses and permits necessary to perform its obligations hereunder. Chartwells shall be fully responsible for complying with all requirements, conditions, and rules relating to any such permits or licenses and fully and solely liable for all violations of the law, or of any permit or licensing requirements, that may occur in connection with any work or services furnished by Chartwells, including Chartwells' subcontractors.

6. UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Chartwells will follow and comply with all lawful rules and regulations of the University and the reasonable instructions of University personnel, including without limitation all applicable provisions of the University's published policies and procedures, as published on University's websites as well as any posted policies applicable to the University' campus or venues located at the University. In addition, Chartwells will conform to all lawful and reasonable University procedures as requested by the University.

Without limiting the foregoing, Chartwells must cooperate with University and provide information upon request and as necessary to comply with University's obligations under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 USC Section 1092(f)) and accompanying regulations ("Clery Act") and other applicable federal laws and regulations of the United States. Chartwells agrees to require employees and subcontractors to complete training provided by University upon request.

Without limiting the foregoing, student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (FERPA). For purposes of this Agreement only, University designates Chartwells as a "school official" for the University under FERPA, as that term is used in FERPA and its implementing regulations. As such, Chartwells will comply with FERPA and will not make any disclosure of University students' educational records to third parties without prior notice to, and consent from, University, or as

otherwise permitted by law. In addition, any access or disclosures of student educational records made by Chartwells or its employees or agents must comply with University's definition of legitimate educational purpose. If Chartwells violates this section, Chartwells will immediately provide notice of the violation to University.

7. USE OF NAMES AND TRADEMARKS; PUBLIC ANNOUNCEMENTS

University hereby grants to Chartwells a limited, non-exclusive, non-perpetual license to utilize the names, trade names, trademarks, logos and other designations of the University ("University Marks") and any contraction, abbreviation, or simulation any of the foregoing, solely for the purpose of performing its obligations under this Agreement, provided that any use of University Marks or other branding must be approved in writing by University's Office of Trademark and Licensing (licensing@boisestate.edu) prior to use and such use must conform to Brand the University's Standards, with available and https://brandstandards.boisestate.edu. Upon termination of this Agreement, Chartwells shall (i) immediately and permanently discontinue the use and display of any University Marks and make or cause to be made such changes as University shall reasonably direct so as to effectively discontinue the use of University Marks and (ii) immediately deliver to University all goods bearing any University Marks. Any expense incurred by Chartwells relating to its compliance with this Section 7 will be borne by Chartwells. The University shall retain full and exclusive ownership of all University Marks and does not convey any ownership rights in University Marks or any other intellectual property owned by University by virtue of this license.

Neither Party shall (orally or in writing) publicly disclose, issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or services provided hereunder, without the prior approval of the other Party.

8. EQUAL OPPORTUNITY; NONDISCRIMINATION

Chartwells shall comply, and shall require all subcontractors to comply, with all applicable state and federal laws and University policies, including but not limited to nondiscrimination and anti-harassment laws and policies. Chartwells represents and agrees that it will not, in the performance of this Agreement by itself or its subcontractors, engage in discrimination or harassment against any individual on the basis of that person's race, color, religion, gender, age, sexual orientation, national origin, physical or mental disability, veteran status, genetic information, or any other status protected under federal, state, local law or University policy. Chartwells agrees to engage in appropriate measures to prevent discrimination, harassment, retaliation, sexual misconduct, and violence, and Chartwells agrees to promptly notify the University's Office of Institutional Compliance and Ethics upon being informed of, or having a reasonable basis to suspect that there has been, discrimination against, harassment of, retaliation against, or sexual misconduct, violence or stalking involving Chartwells or Chartwells subcontractors in the performance of this Agreement. Chartwells agrees to prohibit retaliation against any individual (by Chartwells or its subcontractors) who has made a good faith complaint of discrimination, harassment, sexual misconduct, violence, or anyone who has cooperated in good faith in the investigation of a complaint. Chartwells agrees to take all reasonable steps to protect a complainant and any witnesses against retaliation for bringing a complaint of investigation. In

accordance with laws and regulations applicable to Boise State and Boise State Policy 1065, available here, https://policy.boisestate.edu/governance-legal/sexual-harassment-dating-violence/and Policy 1060, available here https://policy.boisestate.edu/governance-legal/nondiscrimination-antiharassment/, University may be required to investigate allegations of discrimination, harassment, sexual harassment, sexual misconduct, domestic/dating violence and stalking in accordance with its policies and applicable laws. Chartwells agrees to cooperate with University in the event of an investigation and any resulting actions required to be taken as a result of such investigation, in accordance with applicable laws, policies, and regulations. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of the Agreement.

9. CONTINUATION DURING DISPUTES

Chartwells agrees that, notwithstanding the existence of any dispute between the Parties, insofar as possible given the nature of any such dispute, each Party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

10. ASSIGNMENT

No assignment of this Agreement shall be made, in part or in whole, by Chartwells without the written consent of the University. Notwithstanding any assignment, Chartwells shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

11. SUBCONTRACTING

In the event Chartwells engages a subcontractor to perform all or any portion of its obligations hereunder, Chartwells will provide prior written notice to University notifying University of the subcontractor and nature of services provided by such subcontractor. University shall have the right to approve or reject any subcontractor in its reasonable discretion. University shall endeavor to provide Chartwells with notice of its rejection or approval of a proposed subcontractor as soon as reasonably possible, but in no circumstances later than thirty (30) days from initial receipt of written notice of the intended subcontractor from Chartwells. Chartwells shall ensure the subcontractor complies with all applicable terms and conditions of this Agreement.

12. PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether Chartwells has complied with the requirements of the Agreement, Chartwells shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proof as to compliance with such requirements.

13. PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice,

whichever is later. Except as otherwise provided herein, no advance payment shall be made for goods or services furnished pursuant to this Agreement.

14. PUBLIC RECORDS

The University is a public agency. Records relating to the University's business are public records. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process. Chartwells has provided to the University a redacted version of its Proposal to protect all confidential information contained therein. The University shall take reasonable efforts to protect all information marked "exempt" by Chartwells, to the extent permitted by the Idaho Public Records Law. The University further agrees to provide timely notice to Chartwells of all requests for public records that call for the production of Chartwells' confidential documents, including without limitation, its Proposal, this Agreement, any associated financial or operational terms, and all other materials that would reasonably be considered confidential.

The University does not warrant and cannot guarantee protection of this information if disclosure is required. Chartwells shall indemnify, hold harmless, and defend the University against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring an exemption designation or for Chartwells' failure to designate individual documents as exempt. Chartwells' failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release, provided the University placed Chartwells under sufficient notice of the request for production prior to the production deadline. If the University receives a request for materials claimed exempt by Chartwells, Chartwells shall provide the legal defense for such claim.

15. CONFIDENTIALITY OF INFORMATION

In the course of performing their obligations under the Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, and confidential financial and procurement details, all of which shall be identified as confidential ("Confidential Information"). The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority; or g) to the extent disclosure is required under applicable law, including public records laws of the state of Idaho (Sections 74-101 through 74-126, Idaho Code). The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

16. LIABILITY AND INDEMNIFICATION

- A. To the fullest extent permitted by law, Chartwells shall indemnify, defend, and hold the University, the Idaho State Board of Education, and the State of Idaho, and each of their trustees, officers, directors, agents, and employees (the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, or expenses, including reasonable attorneys' fees and settlement amounts, arising out of, resulting from, or relating to any claims, suits, actions, demands, settlements, arising out of or relating to (a) Chartwell's negligence or misconduct in performance of this Agreement; (b) any claims that any services or product or material provided by Chartwells infringe or misappropriate a copyright, trademark, trade secret, publicity right or privacy right of any third party; (c) any bodily injuries or losses to persons or damage to property or death, illness, or sickness caused by Chartwells' negligence or negligent performance of Chartwells services; and (d) any negligent actions or omissions of Chartwells or its subcontractors, including without limitations claims arising out of or related to this Agreement, breach of this Agreement, or any damages or injuries arising out of Chartwells or its subcontractor's' performance or failure to perform as required under this Agreement, including Chartwells failure to comply with any licensing or permit requirements applicable to its services provided hereunder.
- B. The right of the Indemnified Parties to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed to the extent known by the Indemnified Party; and reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnified Party's choice and expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment.
- C. University's Responsibility for Wrongful and Negligent Acts. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out performance under the terms of this Agreement, and that the University may be found liable to persons injured by any such individual wrongful act or acts, including liability to Chartwells and each of its officers, directors, agents, and employees, provided, however the University shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees. University's liability for negligent or wrongful acts is governed by the Idaho Tort Claims Act (the "Act"), Idaho Code, §§ 6-901 6-929, including limitations of liability to no more than \$500,000 for any one

occurrence or accident, as set forth in the Act and may be further limited by other provisions of state law. The University is a public institution and, as such, the University's liability is at all times limited as required by Idaho law, including Idaho Code Title 59, Chapter 10, the Idaho State Constitution, and the Act. Any provision of this Agreement shall be void to the extent such provision violates applicable laws. Without limiting the foregoing, nothing in this Agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, the Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Act.

D. <u>LIMITATION ON LIABILTY</u>. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

17. INFORMATION TECHNOLOGY

In connection with the services being provided hereunder, Chartwells may need to operate certain information technology systems not owned by University ("Chartwells Systems"), which may need to connect to or interface with University's internet access, networks, software, or information technology systems ("University Systems"). Chartwells will be solely responsible for all Chartwells Systems, and University will be solely responsible for all University Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances. Chartwells will serve as the merchant-of-record for credit or debit card transactions in connection with the services provided hereunder, then Chartwells will be responsible for complying with applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Chartwells Systems connect to or interface with University Systems, then University agrees to promptly implement upon request from Chartwells, at University's expense, the changes to the University Systems that both Chartwells and University reasonably believe are necessary or prudent to ensure Chartwells' compliance with the Data Protection Rules. Chartwells shall comply with the Boise State University Standard Terms and Conditions for Cloud Services, attached hereto and incorporated as if fully set forth herein to the extent applicable to any Chartwells Systems provided as well as to any IT-related services provided to University hereunder. In addition, Chartwells represents and warrants that all Chartwells Systems are currently in compliance and that during the term of this Agreement shall remain in compliance with all applicable federal disabilities laws and regulations including, without limitation, the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Moreover, Chartwells represents and warrants that its student and public-facing software applications and/or services currently meet or exceed the WCAG 2.0 AA standard for accessibility. Chartwells agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to at no cost within a commercially reasonable time.

18. INDEPENDENT CONTRACTORS; EMPLOYEES

The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither Party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. It is mutually understood and agreed that employees of Chartwells are not nor shall they be deemed to be employees of University and that employees of University are not nor shall they be deemed to be employees of Chartwells. Chartwells' employees performing any Services or otherwise performing work on University property are present and serving solely as Chartwell's employees or subcontractors and shall not be deemed University employees for any purpose. Nothing in this Agreement shall create, nor be deemed to create, an employment relationship between University and any Chartwells employee. University shall not be responsible for the payment of any compensation or withholding of any taxes to or for the benefit of Chartwells employees and such employees shall not be entitled to any compensation or benefits otherwise available as a University employee. Except to the extent such expenses constitute a Cost of Business hereunder, Chartwells shall not have any claim under this Agreement against University for wages, vacation pay, insurance, sick leave, retirement benefits, social security benefits, workers compensation benefits or employee benefits of any kind. Notwithstanding, Chartwells, and all its subcontractors, employees and representatives shall be subject to the rules and regulations established by the University as reasonable and necessary for its property, the food service facilities, equipment, offices and utilities, including background verification requirements as required by University Policy 7005 and training requirements contained in the University's Protection of Minors Policy 12060, among others, and all employees of Chartwells shall be fairly compensated for the work at no lesser standards of wages than the University utilizes for its similarly situated employees. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason, provided such removal is not in violation of any Federal, State, or local law.

18. NON-SOLICITATION.

During the Term of this Agreement and for one (1) year thereafter, neither Party shall actively recruit or solicit to hire the other Party's employees in the positions specifically identified in the table below ("One-Year Non-Solicitation"). In the event of any breach of such One-Year Non-Solicitation, the breaching Party shall pay, and the injured Party shall accept, an amount equal to twice the annual salary of the relevant employee as liquidated damages. For clarity, this One-Year Non-Solicitation clause shall not prohibit general advertisements of opportunities that do not specifically target the Managerial Employees listed below.

Positions Subject to Non-Solicitation ("Managerial Employees")

Chartwells Positions (University shall not actively solicit employees in these positions with Chartwells)

Vice President of Operations, General Manager I, General Manager, Director of Operations, Residential District Manager, District Manager, Executive Chef, Sr. Regional Chef, Director of Regional Marketing, Director of Finance

University Positions (Chartwells shall not actively solicit employees in these positions with University)

Associate Vice President of Campus Services, Director of the Student Union and Dining Operations, Campus Services Contract Administrator, Sr. Financial Executive Officer, Enterprise Application Director

19. RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the University and working properly, Chartwells and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the University, working properly, and accepted by University in writing, the risk of all loss or damage shall be borne by the University, excluding loss or damage caused by acts, omissions, or negligence of Chartwells. Chartwells shall require its subcontractors of any tier to bear the same risk of loss. Chartwells and University will work together, as required, to transfer title and ownership as necessary with regard to any improvements, equipment and goods provided, and shall transfer warranties to the benefit of the University.

20. INSURANCE

A. General Requirements

- 1. Chartwells and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, Section 19, and to provide the University with Certificate(s) of Insurance ("certificate"). All certificates shall be coordinated by Chartwells and provided to the University within seven (7) days of the signing of the contract by Chartwells. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Chartwells shall provide thirty (30) days' written notice to the University 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 19.
- 2. If a potentially covered claim arises against the University, Chartwells shall cause its carrier to provide the relevant portions of the applicable policy as needed by the University or its counsel to evaluate the applicability of coverage for the claim.
- 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 the University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.
- 4. All policies except Workers Compensation and Professional Liability shall cover the University as Additional Insured. The Additional Insured and Certificate Holder shall be stated as: "State of Idaho and the Idaho State Board of Education and Boise State University". Certificates shall be mailed to: Boise State University, Attn.: Risk Management.
- 5. Failure of the University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the University to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Chartwells and its subcontractor(s) of any tier to maintain such insurance.

- 6. No Representation of Coverage Adequacy. By requiring insurance herein, the University does not represent that coverage and limits will necessarily be adequate to protect Chartwells and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of Chartwells and its subcontractor(s) of any tier under the indemnities granted to the University in this Agreement.
- 7. Chartwells is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with the University 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 University from protecting its interests.

B. Required Insurance Coverage

- 1. Chartwells shall obtain and maintain insurance for the following risks in such amounts under such policies as follows, it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance: commercial general liability (no exclusion for food borne illness and contamination) contractual and products-completed operations liability in the amount of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate; business automobile coverage in the amount of One Million Dollars (\$1,000,000) each accident; workers' compensation (including employers' liability coverage in the amount of One Million Dollars (\$1,000,000) each accident/each employee/policy limit) in an amount not less than that required by applicable statute; and Liquor Liability in the amount of One Million Dollars (\$1,000,000) each common cause and Two Million dollars (\$2,000,000) general aggregate.
- 2. The University's liability coverage is self-funded by the State of Idaho and administered by the State of Idaho Risk Management Program pursuant to the terms of the Idaho Tort Claims Act (Act), Idaho Code, §§ 6-901 6-929, including limitations of liability to no more than \$500,000 for any one occurrence or accident, as set forth in the Act.
- 3. Each Party has the obligation and responsibility to adequately insure its real and/or personal property against loss or damage caused by fire and extended coverage perils. With respect to loss or damage caused by fire and extended coverage perils, the Parties waive all rights of recovery against each other and their subsidiaries, officers, directors, trustees, volunteers and employees, including subrogation rights, for such loss or damage to the waiving Party.

21. PROTECTION OF MINORS

Chartwells is responsible for activities and operations of its employees, directors, subcontractors, agents and volunteers. Chartwells is responsible for participants in its programs and shall have adequate policies and procedures related to prevention and mitigation of abuse of minors, which must at a minimum conform to the requirements and standards set forth in the University's Protection of Minors Policy (Policy 12060), including without limitation supervision of minors, background verification checks on certain employees, volunteers and representatives, training requirements, standards of conduct, and other requirements. As applicable, Chartwells

shall maintain and purchase insurance that covers claims arising from activities sponsored by Chartwells, but conducted on premises not owned by Chartwells. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment ("abuse") coverage. Limit of liability for abuse coverage shall be at least \$1,000,000 general aggregate. This coverage shall be evidenced on the insurance certificate. Certificates must be sent to Boise State University Risk Management three (3) weeks prior to commencement of operations. Failure to satisfy this requirement may result, at the University's sole discretion, with immediate termination of this Agreement, without regard to any other termination provision.

22. EXTERNAL FACTORS AND CONSIDERATIONS

- A. Appropriations Clause. The University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for each Fiscal Year during the Term. For purposes of this agreement, the University's Fiscal Year shall be July 1 through June 30, hereafter "Fiscal Year." As such, this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the Idaho State Legislature as may exist from time to time. University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the University to continue such payments, or requires any return or "give-back" of funds required for the University to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties hereto shall thereupon cease within ten (10) calendar days after notice to Chartwells.
- B. <u>Compliance with Governor's Executive Order</u>. In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be revised, as mutually agreed upon by the Parties, such that the University can comply with the Governor of Idaho's Executive Orders.
- C. <u>Anti-Boycott Clause</u>. Chartwells hereby certifies that it is not currently engaged in, and will not for the duration of the Agreement, as amended from time to time, engage in, a boycott of goods or services from Israel or territories under its control.

23. DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and agreements issued by the University are subject to F.A.R. 52.209-6. Chartwells warrants that neither Chartwells nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government and shall not become debarred, suspended or proposed for debarment during the Term. Chartwells further represents and warrants that none of its subcontractors providing Services under this Agreement (including principals of subcontractors) is presently debarred, suspended or proposed for debarment by the Federal Government and if, during the term of the Agreement, Chartwells or any subcontractors shall be debarred, suspended or proposed for debarment, Chartwells shall immediately notify University and any applicable subcontractors shall be terminated from providing Services. Breach of this clause is grounds for termination by University.

24. ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Parties, the Parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any Party hereto may reasonably require to consummate the transaction contemplated hereunder, including the timely exchange of information, materials, and data, and access to key personnel for discussion and planning purposes during the Transition Period.

25. FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, pandemic, epidemic, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualties, and other causes beyond the reasonable control of the Party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such Party for a period equal to any such prevention, delay or stoppage.

26. CHANGE IN CIRCUMSTANCES

University reserves the right to make changes to its current dining services due to expansion, growth, or changes to its campus operations, in its sole discretion. Accordingly, it is anticipated by the Parties that revisions and changes to operations and locations will occur from time to time. Notwithstanding, the financial arrangements of this Agreement have been negotiated upon the assumptions set forth in Attachment C. If any of the assumptions set forth in Attachment C are not met in such manner that causes material changes which directly impact Chartwells' or University's profitability or ability to maintain Services as contemplated hereunder, or if the University desires Chartwells to operate its Services (as hereinafter defined) for additional points of service and/or additional hours, or if circumstances or operational changes are requested that otherwise cause material changes which directly impact Chartwells' or University's profitability or ability to fund Chartwell's below-the-line investments relative to this Agreement, then the University and Chartwells shall first meet and negotiate in good faith to implement mutually agreeable operational or service modifications to mitigate the adverse financial impact. To the extent the University and Chartwells are unable to agree on operational and service modifications, then the Parties shall negotiate in good faith to modify financial terms of this Agreement.

Notwithstanding anything contained to the contrary herein, the Parties acknowledge that this Agreement will be executed during the worldwide viral outbreak known as the Coronavirus pandemic ("COVID-19 Pandemic"). The Parties acknowledge that it is possible that the ongoing provision of food service operations under this Agreement could be changed, modified, revised, and/or delayed as a result of the ongoing COVID-19 Pandemic, and during other future or like pandemics (individually a "Pandemic" and collectively, "Pandemics"). The Parties agree that any material, unanticipated change, modification, revision, and/or delay in the food service operations as a result of a Pandemic will result in a renegotiation of the operational and service terms under

this Agreement, to be in effect during the period of such modification or delay. To the extent the Parties are unable to agree on operational and service modifications, then the Parties shall negotiate in good faith to modify financial terms of this Agreement.

27. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

28. INTEGRATION

This Agreement, including all Exhibits and Attachments, as well as the RFP Documents, constitutes the entire Agreement between the Parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and Chartwells.

29. BINDING EFFECT

This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

30. WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a Party of any performance by another Party after the time the same shall have become due shall not constitute a waiver by the first Party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first Party in writing.

31. SURVIVAL OF TERMS

To the extent permitted by Idaho law, the terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

32. NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the Parties.

33. INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Chartwells or which Chartwells has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the

statement or information not misleading, and there are no other agreements or conditions with respect thereto.

34. APPLICABLE LAW AND FORUM

This Agreement and all matters relating to or arising under this Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho, without regard to its conflict of law principles. Any legal proceeding related to this Agreement shall be instituted in the courts of Ada County, Idaho, and Chartwells hereby irrevocably agrees to submit to the jurisdiction of such courts.

35. ENTIRE AGREEMENT; AUTHORIZATION

This Agreement constitutes the entire Agreement between the Parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and Chartwells. Each Party represents and warrants that it has the right to enter into this Agreement and that there is no are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements that would prevent such Party from performing under this Agreement.

36. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be signed in counterparts, each of which shall be deemed an original, and together shall constitute a binding agreement upon the Parties and be considered one document. Each Party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature, for this Agreement, means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures.

37. NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, electronic mail, or certified mail. 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 University: Boise State University

Attn: Associate Vice President, Campus Services

Attn: University Contract Administrator, Dining Operations

1910 University Drive Boise, Idaho 83725

With copy to: Boise State University

Attention: General Counsel 1910 University Drive

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ATTACHMENT 1

	Boise, Idaho 8370	07	
	Email: contract	s@boises	tate.edu
Chartwells:	Compass Group U	USA, Inc.	d/b/a Chartwells
	Attn: CEO		
	Address: 2 Intern		
	City/State: Rye F		w York 10573
	Facsimile: (914) 9		
	Email: <u>lisa.mce</u>	euen(<i>a</i>)con	npass-usa.com
With copy to:	Compass Group U		
	Attention: Genera		1
	2400 Yorkmont R		2021=
	Charlotte, North (
	Facsimile No. (70	14) 329-40	010
accept delivery, (b) tl	_	fied mail,	arlier of: (a) actual delivery or refusal to or (c) the day email delivery is verified. all always be effective.
IN WITNESS WHE behalf of the Univers		re duly a	uthorized to execute this Agreement on
Boise State University			s Group USA, Inc., by and through its ells Division
SIGN		SIGN	
PRINT		PRINT	Lisa McEuen
TITLE		TITLE	Chief Executive Officer
DATE		DATE	

Agreement Number:

AGREEMENT FOR

Management of Dining Services

WITH

Chartwells Higher Education

ATTACHMENT A – STATEMENT OF WORK

Page **17** of **77**

Attachment A

Statement of Work

1.	Scope of Services.	During the Term of this Agreement, Chartwells will provide, ex-	cept
as	otherwise provided on	an exclusive basis, the following services at the main Boise S	State
Uı	niversity campus, as selec	eted by the University and detailed herein:	

Residential dining
Retail dining
Summer camps and conference services
Micro-markets
Catering services (non-exclusive) ¹
Concessions services
Alcoholic and non-alcoholic beverage services
Athletic Dining/Training Table
Food vending

(collectively, hereinafter referred to as "Services").

2. <u>Locations</u>. Chartwells will provide a comprehensive, high-quality food service program to include residential and voluntary meal plans, retail food services, food vending, micro-markets, catering and concessions at the University at the following locations, which may be modified from time to time on mutual agreement of the Parties (collectively referred to as, "Facilities" or "Premises"):

Service Location	Service
Student Union Building	Boise River Café All-You-Care-To-Eat (AYCTE) residential dining hall
Honors College/Sawtooth Hall	Southfork Market A-La-Carte (ALC) residential dining hall, P.O.D.
Student Union Building	Retail services, including the operation of Tree City, Chick-fil-A, Subway, Starbucks, Moe's Southwestern Grill, P.O.D.
Micron Business and Economics Building	Retail services, including the operation of Poppy Seed Café
Science/Education Building	Retail services, including the operation of Paddles Up Poke
Barnes Towers	P.O.D.

¹ Catering services shall be on a non-exclusive basis provided however, that Chartwells shall be the preferred caterer for University events.

Chaffee Hall	P.O.D.			
Clearwater Suites	P.O.D.			
Albertsons Library	Retail services, including the operation of Guru Donuts			
Multi-Purpose Classroom Building	Retail services, including the operation of Urban Fox			
Various locations:	Vending services			
	Concessions services			
	Catering services			
	Camps and conference services			
	Training table meals			
Production Space - Exclusive				
Student Union Building – Boise River Café Kitchen				
Student Union Building – Jordan Ballroom Servery/Warming Kitchen				
Stueckle Sky Center – 1st Floor Kitchen				
Sawtooth and Honors Hall – SouthFork Kitchen				
Production Space – Non-Exclusive				
Stueckle Sky Center Serveries – 3 rd , 4 th , 5 th , and 6 th Floors				
Alumni and Friends Center – 1st Floor Servery				
Micron Business & Economics Building – 4 th Floor Servery				
Center for Visual Arts – 1 st Floor Servery				

- 3. <u>Hours of Operation</u>. The hours of operation for Fiscal Year 2022-23 shall be as set forth in Attachment D. The hours of operation for subsequent years shall be mutually determined by Chartwells and the University. Additionally, the hours of operation may fluctuate throughout the Fiscal Year by mutual agreement between Chartwells and the University.
- 4. <u>University's Responsibilities</u>. The responsibilities of the Parties are generally set forth on Attachment A-1, hereto. Without limiting the responsibilities set forth in Attachment A-1, the University shall have the following responsibilities:
- **A.** University Contract Administrator. The University shall designate a member of its team to serve as the primary liaison between University and Chartwells (the "Contract Administrator").
 - B. Security.

- (i) The University requires security to be present at the majority of events where alcohol is served as well as certain other events. The University will provide security service for dining facilities in the same manner provided for other University campus Facilities. Additional security services may be provided upon request by Chartwells at Chartwells' expense.
- (ii) The University will provide all locking devices, key cards and keys to Chartwells at the outset of the Agreement. Chartwells will be responsible for initiating, renewals, and separations of Visitor Affiliate forms or other documentation requested by University to provide access and operation of key card control entrances.
- (iii) Door Access control is managed by the University, approval of door access is through building coordinators and facilitated through the Department of Public Safety and may only be granted in accordance with applicable University policies and procedures.
- C. Meal Plan Information. The University shall provide Chartwells with limited access to specific named users, in line with their job responsibilities, for access to its meal plan management systems, CBORD, CSGold, to enable Chartwells to track and reconcile student meal plan participation, as wells as actual meal plan and declining balance usage, and to enable Chartwells to generate reports to assess metrics of the Dining Service Program. Chartwells shall be responsible to immediately revoke access for terminated employees. All meal plans and declining balance plans will be identified and configured as part of the Annual Plan.

D. Technology and Support Services

- (i) In terms of connectivity and support, the University's role will be similar to that of an Internet Service Provider providing network access to Chartwells. The University shall take all necessary steps to provide network access to Chartwells, including providing key Chartwell's employees with email or computing accounts as required. The University will not be responsible for securing Chartwells' System this will be Chartwells' responsibility.
- (ii) Chartwells shall provide any software and licensing for their own systems. University shall provide internal and external network connectivity for Chartwells devices and systems at specified locations upon request. Wiring and Ethernet port costs for said locations, where not already available, will be paid by Chartwells to the University, or the University-designated wiring installer. All network wiring installation must meet current University IT standards at time of installation. Ethernet jacks provided to Chartwells represent a clear demarcation point of responsibility for support. Devices connected to these jacks are solely the responsibility of Chartwells.
- (iii) University shall provide an IP address range for Chartwells to use for DHCP for point of sales devices, and static addresses as necessary for security appliances provided by Chartwells. Devices may use private IP addresses with network address translation (NAT) unless there is a requirement for public IP addresses. It is the responsibility of Chartwells to clearly document any such needs and provide necessary information (i.e., make, model, hostname, MAC Address, etc.) to the University's IT department. All devices must be registered with the University IT before being connected.

- (iv) The University shall provide inbound firewall policy exceptions for devices with static IP addresses upon receipt of properly documented requests. It is the responsibility of Chartwells to clearly document requested exceptions (source, destination, and ports) and provide them to University's IT department. Firewall exceptions are subject to approval by University IT Security.
- (v) Chartwells is required to submit all required and proposed softwares through the University software approval process to ensure compliance with University regulations of utilizing the Boise State network and security requirements.
- **E.** Technology Responsibility. All points of sale, points of revenue collection including kiosks, mobile ordering, vending, and any peripherals including back of house printers and front of house access, ordering apps and platforms, websites, and proprietary technology are the responsibility of the party listed below relating to ownership, daily operator, support, procurement of new or replacement, implementation, and annual maintenance and licensing.

Application	Owner*	Operator	Support	Procurement	Implementation	Maintenance
Mobile Ordering (Boost Mobile App)	CHE	CHE	CHE	CHE	CHE	CHE
Line Queue (Tavelo App)	CHE	СНЕ	СНЕ	CHE	СНЕ	СНЕ
Campus Card Integration (CBORD)	University	University	University	СНЕ	University	University
Retail POS (TBD)	University	СНЕ	CHE	CHE	CHE	University
Concessions POS (Appetize)	University	CHE	CHE	CHE	CHE	University
Catering (Catertrax)	CHE	CHE	CHE	СНЕ	СНЕ	СНЕ
Starship	СНЕ	СНЕ	СНЕ	СНЕ	СНЕ	СНЕ
Online Meal Plan Store (Transact eMarket)	University	University	University	University	University	University
Concessions Credit Card Processing	СНЕ	СНЕ	СНЕ	СНЕ	СНЕ	СНЕ
Retail Credit Card Processing	CHE	CHE	CHE	СНЕ	СНЕ	СНЕ
Mobile Ordering (CBORD GET Food)	University	University	University	University	University	University
Starbucks Connect POS	Starbucks	CHE	Starbucks	CHE	CHE	CHE
https://www.boisestate.edu/diningservices/	University	University	University	University	University	University
https://dineoncampus.com/BoiseState	CHE	CHE	CHE	CHE	CHE	CHE
Network Infrastructure	University	University	University	University	University	University
Desktops, laptops, shared office printers	CHE	CHE	CHE	CHE	CHE	CHE

^{*}Notwithstanding anything to the contrary herein, Chartwells shall retain ownership of software products purchased and owned by Chartwells prior to Services, and as reflected in this chart.

Furthermore, any software products purchased by Chartwells pursuant to the immediately foregoing chart shall benefit the University during the life of the Agreement only and shall not create ownership of the licensed software and/or programming by the University. For purposes of this section, "support" means day-to-day assistance and daily support of the application. "Maintenance" refers to the responsibility for maintenance and licensing fees associated with the application.

F. Mobile Application Services

- (i) Chartwells is the owner of certain proprietary technology enabling consumers (the "Consumers") to order and pay for food, drink and other goods and services sold by Chartwells and by its various vendors (the "Chartwells Vendors") through the use of a mobile application and dedicated websites (the "Mobile Ordering Platform"), all as further described in this Section (the "Mobile Ordering Services"). Chartwells agrees to provide the Mobile Ordering Service to the University during the term of this Agreement upon request. The annual charge for this service will be invoiced back to the University as a Cost of Business. University wishes to provide its faculty, staff, students and other Consumers with access to Chartwells Mobile Ordering Services through use of Chartwells Mobile Ordering Platform, allowing the University's faculty, staff, students and other Consumers to place orders on Chartwells Mobile Ordering Platform with Chartwells and Chartwells Vendors and pay for these orders by using their campus card or other means of payment (such as credit card). Any costs associated with compatibility with the University's campus card system will be passed back to the University as a Cost of Business.
- (ii) University and Chartwells agree that Chartwells shall have the exclusive right to provide the Mobile Ordering Services in support of Chartwells food service operations and the operations of Chartwells Vendor operations at University locations designated by the Parties. Notwithstanding said exclusivity, Chartwells acknowledges the University currently utilizes mobile ordering services and consents to the ongoing use of those mobile services currently utilized by the University. Additional mobile services shall require prior written approval by Chartwells. Chartwells and University hereby agree that Chartwells may utilize its mobile ordering technology on the University campus, and that Chartwells' employees and contractors may deliver any item from any Chartwells operation or Chartwells Vendor locations to any Consumer on campus or off-campus pursuant to this Agreement. Chartwells agrees to accept and process mobile orders in accordance with the provisions set forth below. Chartwells is responsible for ensuring that each Chartwells Vendor at designated University location complies with the merchant procedures set forth in this Section.
- (iii) Chartwells will accept mobile and online orders and payments for purchases of goods and services from Consumers who order and pay by means of the Mobile Ordering Platform and shall be solely responsible for providing and delivering the goods and/or services as ordered by the Consumers. Chartwells will verify by visual inspection that the Consumer receiving the order is the person pictured in the photo of their student card (or valid identification card) and that the student card matches the name on the mobile receipt. Payment for ordered goods and services shall be charged to the Consumer's credit card account, and/or student dining card issued by the University ("Payment" or "Payment Method"). University may impose additional surcharges or levy fees for any transaction for a purchase of goods or services by means of the Mobile Ordering Service so long as the charges and/or fees are reasonable and in line with reasonable market standards. Chartwells may establish its own policies concerning refunds on purchases.

(iv) Chartwells solely shall be responsible, for obtaining and maintaining suitable transaction processing equipment (such as but not limited to PC, active cashier, printer, facsimile machine, phone etc.) which shall enable its Vendors to receive and process orders sent by means of the Mobile Ordering Service.

G. Compliance and Network Security

- (i) University will provide basic network security for Chartwells-connected devices via a dedicated point of sale VLAN and University campus firewalls. Nevertheless, Chartwells shall be fully responsible for securing any devices it owns that are connected to the University's network (such as credit card processing systems).
- (ii) The University reserves the right to require annual security and vulnerability testing of Chartwells connected network devices and systems. Fiscal responsibility for this testing shall be borne by Chartwells.
- (iii) Any Chartwells provided cashier station or self-service terminal that has the ability to accept credit cards as payment should be part of a system that is Payment Card Industry (PCI) Data Security Standard certified. Chartwells shall be responsible for PCI compliance of their services and systems.
- (iv) Chartwells upon request and no more than annually, will, supply a current PCI Attestation of Compliance (AOC) verified by a third-party Qualified Security Assessor (QSA) that addresses all credit card process
- (v) The University reserves the right to disconnect or quarantine any network devices or systems which do not meet PCI compliance, pose a threat to the University systems or data, or that fail to meet University published security standards.
- (vi) Chartwells is responsible for all credit card processing fees through their own designated third-party credit card processor.
- (vii) Any customer data that is initially obtained by the University, is property of the University. Any derived data from the University data is also property of the University. Chartwells has permission to use the data as they need in order to provide the Services contracted by the University. The University will authorize the data transferred to Chartwells through the University Bronco Card system (Bronco card integrates housing, food service, and cashless retail into one campus card system, which the University will make available to Chartwells). Chartwells must obtain explicit permission to disclose or exchange University data with third parties.

5. Chartwells' Responsibilities.

A. Transition Plan. At least sixty (60) days prior to the commencement of Services, Chartwells shall provide the University with a detailed, executable transition plan for assuming management of the Dining Services at the University and for the successful transition/opening of the University's Dining Services operations. The transition plan shall be subject to review and approval of the University, who shall retain the authority to make alterations to the plan as deemed necessary to ensure a smooth transition through the start of operations. As part of transition, Chartwells shall offer all current employees continued service at equal or better pay and benefits, and shall make available bonuses, in its discretion, for continued employment, in the aggregate amount of \$250,000, at Chartwells expense, in accordance with the Proposal. The transition plan should include a collaborative project management platform to support all workstreams during the transition period.

- **B.** <u>Food Services.</u> Pursuant to the provisions of this Agreement, Chartwells shall operate and manage its Services hereunder at such locations as agreed upon and maintain its Services with appropriate merchandise of good quality at reasonable prices, consistent or better than average pricing across the industry for similar products. Changes to menu cycles may be initiated outside the Annual Plan by either Party, but such changes are subject to approval by the Contract Administrator except for emergency changes necessitated by equipment breakdown, supply change shortage, or unanticipated occurrences outside the control of Chartwells. The Parties shall meet annually to agree to an Annual Plan covering the services, as follows:
- 1. <u>Annual Plan</u>. On or before June 15, of each calendar year, Chartwells shall submit to the Contract Administrator a final, complete Annual Plan for Dining Services program for the Fiscal Year, which includes at a minimum the following components as agreed upon by the Parties for the ensuing Fiscal Year (the "Annual Plan"):
 - (i) Menus/Concepts, pricing, and hours of operation for all Dining Operations (to be mutually agreed up agreed upon no later than May 15);
 - (ii) Complete annual inventory of smallwares and needed adjustments (to be mutually agreed upon no later than May 15);
 - (iii) Catering menus, pricing, standards and policies (to be mutually agreed upon no later than May 15);
 - (iv) Proposed changes to all Meal Plans and declining balance plans, including peer campus survey of Meal Plan configuration rates in comparison to the University (to be mutually agreed upon no later than February 15);
 - (v) Summer camp/conference services menus, pricing, and policies (to be mutually agreed upon no later than January 15);
 - (vi) Detailed marketing plan, with specific revenue enhancement strategies and objectives for Net Sales (to be mutually agreed upon no later than May 15);
 - (vii) Concession menus, pricing, standards, recommendations to expand services for guest and fan experience (to be mutually agreed upon no later than May 15);
 - (viii) Customer Satisfaction Survey and action steps to improve on the service (to be mutually agreed upon no later than May 15);
 - (ix) Sustainability Plan (to be mutually agreed upon no later than May 15);
 - (x) Health, wellness, and food insecurity program (to be mutually agreed upon no later than May 15);
 - (xi) Catering credits authorized by the University (to be mutually agreed upon no later than March 15);
 - (xii) An updated staffing chart showing staffing plan for the Services, and identifying key employees and all managerial positions serving the University (to be mutually agreed upon no later than May 15); and

- (xiii) Innovation plan and implementation that provides opportunities for program enhancement by creating a platform to showcase industries latest trends and innovation, including culinary designs, collective feedback from focus groups and campus community (to be mutually agreed upon no later than January 15); and
- (xiv) Preliminary annual budget for Dining Services operations as further described herein (to be mutually agreed upon no later than March 1), and
- (xv) Proposed modifications to key performance indicators ("KPIs"), including KPIs and percentage allocation associated with each connected to the Management Fee, as established and adjusted in accordance with Attachment B (to be mutually agreed upon no later than May 15).
- C. Employees. Chartwells shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examination as proper federal, state and local authority may require in connection with their employment and shall be subject to background verifications consistent with University policy. All persons employed by Chartwells will be the employees of Chartwells and will be covered by employee dishonesty insurance. In performing work required by this Agreement, Chartwells shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual orientation or age, in violation of federal, state or local law and Chartwells, and each of its subcontractors and employees shall comply in all respects with the provisions of the Agreement relating to equal opportunity and nondiscrimination. In addition, all employees shall be required to follow University policies, as applicable to their position, and as further described in the Agreement.
- **D.** <u>Website</u>. Chartwells shall establish and maintain a custom, high quality, guest interactive, informational website for the University's Dining Services that is linked to the University's website, at a location on the University's website designated by the University. Chartwells shall comply with all reasonable guidance, requirements, or restrictions communicated to them by University's information technology department, including without limitation compliance with all applicable federal disabilities laws and regulations including, without limitation, the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations and other IT-service requirements.
- **E.** <u>Compliance with University Policies</u>. Chartwells agrees that its employees and agents shall comply with and observe all applicable University policies, State Board of Education policies, and all rules and regulations concerning conduct on the Premises that the University imposes upon University's employees and agents.

F. <u>Minimum Food Purchasing Specifications.</u>

(i) Chartwells shall adhere to the minimum standards in its food purchasing as set forth below. Chartwells shall exceed these minimums wherever possible. In the absence of grade labeling, Chartwells shall provide University with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. All other food items not included in the below categories shall be of comparable quality. In addition, Chartwells shall provide freshly prepared Products, using local ingredients where

available, and limit use of processed foods. Chartwells shall include authentic regional and international foods as part of its overall Products and menu options.

- (ii) <u>Beef</u>: Beef and Veal shall be USDA Choice or better, except for meat used in extended dishes, and ground beef, which can be USDA Select. Veal steaks shall be solid meat portions not pre-formed from chopped or ground meat. Ground beef shall not exceed 20% fat content. All Beef served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- (iii) <u>Pork and Lamb</u>: Pork and Lamb shall be USDA Grade A, #1. Pork steaks shall be solid meat portions not pre-formed from chopped or ground meat. All Pork and Lamb served shall be inspected and passed for wholesomeness by official inspectors of the USDA.
- (iv) <u>Poultry</u>: All Poultry shall be Grade A or better and be inspected and passed for wholesomeness by the official inspectors of the USDA. Poultry shall be solid meat portions not pre-formed from chopped or ground meat.
- (v) <u>Seafood</u>: All Seafood shall be of the best quality, fresh or frozen, and conform to all standards and regulations of the Department of Health. Frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the USDA.
- (vi) <u>Deli Meat</u>: Processed Deli Meats such as bologna or salami shall be an "all beef" or "all turkey" product.
- (vii) <u>Fresh Eggs</u>: All Fresh Eggs shall be U.S. Grade AA (Large or Medium) and cage free.
- (viii) <u>Fresh Fruits and Vegetables</u>: All Fresh Fruits and Vegetables shall be top grade, such as Extra Fancy, depending on the specific fruit or vegetable used in preparation of the finished product.
- (ix) <u>Canned Fruits</u>: All Canned Fruits shall be U.S. Grade A Fancy, except Choice may be used for cooking purposes. Fruits shall be packed in light syrup.
- (x) <u>Frozen Foods</u>: All Frozen Foods shall be U.S. Grade AA or A, depending on the specific product used and shall have been packed under continuous inspection by the U.S. Department of Agriculture.
- (xi) <u>Dairy Products</u>: Milk products will be RSBT free, fortified with Vitamin D, and be Grade A. Ice cream shall be available in a minimum of three flavors. Butter / Margarine shall be a minimum 92 score. Cheeses shall comply with Department of Health standards. Frozen dairy products shall comply with Department of Health standards.
- (xii) <u>Cheese</u>: Cheeses such as Cheddar, Swiss and Monterey Jack shall Grade A be all natural, non-processed, when served as a prime ingredient in an entrée, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entrée foods.

- (xiii) <u>Trans-Fats</u>: All food served in the Food Service Program, whether prepared on site or purchased in a prepared state shall be free of trans-fats.
- (xiv) <u>Antibiotics and Growth Additives</u>: Supplier shall be required to demonstrate year over year continuous improvement toward reduction of antibiotics and growth additives in foods served.
- G. <u>Beverage Services Agreement; Future Partnerships.</u> Chartwells and the University recognize the value of securing sponsorship relationships for the University. Chartwells acknowledges that the University currently has an exlusive Beverage Services Agreement with Swire Coca-Cola, USA. Chartwells will comply with current and future Beverage Services Agreements entered into by the University. Chartwells shall purchase beef through Agribeef for concessions and catering in Athletic events and facilities. Additionally, the University reserves the right to partner with manufacturers and other non-University related corporations. Such a partnership may include incorporating and prominently displaying a manufacturer's or company's name to describe a room or a facility in return for a donation to Boise State University. In addition to the monetary donation, if a manufacturer or company produces and sells products related to the food service industry, Chartwells be asked to purchase certain product items and use them for select or specific functions or events. The University will assist in ensuring that Chartwells will be able to purchase such items at a comparable or lesser rate than could be purchased elsewhere.
- **H.** <u>Food Insecurity Program</u>. Chartwells will collaborate with the University to implement measures that support food insecurity programs at the University as follows:
- (i) Chartwells will donate ingredients, kitchen space and culinary support for student groups to prepare snacks for sale with proceeds going to support basic food pantry requirements such as cleaning supplies, purchased food and other operational equipment;
- (ii) Chartwells will donate nonperishables to campus Food Pantry when Project Clean Plate program achieves the desired food waste reduction goal determined by students once a semester;
- (iii) Student can donate excess meal swipes at the end of the year to the office of the Dean of Students or other designated University official to support meal assistance program and Chartwells will match total donated meal swipes;
- (iv) Chartwells will offer a no-cost notification to student who opt-in when food is available at the end of service each day in our dining facilities, in conjunction of Bronco Beam;
 - (v) Chartwells will provide Food Recovery Network program when available; and,
- (vi) Chartwells will provide an annual in-kind contribution for Boise State Swipe Out Hunger Fund and Food Pantry donation as detailed in Attachment C.

Except for expenses provided as part of an In-Kind Donation, additional expenses associated with donated items will be charged back to the University as a Cost of Business, provided expenses should be disclosed to and approved by University prior to incurrence thereof.

- I. <u>Sustainability Program.</u> Chartwells shall collaborate with the University to develop and implement a sustainability plan for the Services that aligns with the University's sustainability goals, as follows:
 - (i) Chartwells will provide plant-based proteins and plant-forward dishes to all residential and retail menus;
 - (ii) Chartwells will offer at least two fair trade-certified products in each dining operation;
 - (iii) Chartwells will source products within a 250-mile radius;
 - (iv) Chartwells will implement Waste Not methodology to collect, sort, manage and measure waste;
 - (v) Chartwells will offer a series of sustainability events that stress the importance of decreasing food waste and environmental responsibility;
 - (vi) Chartwells will post dining program sustainability commitments and results online and provide scorecard and participation to University sustainability committee for review; and,
 - (vii) Chartwells will provide annual sustainability support as detailed in Attachment C
- **J.** Marketing and Communications Plan. Chartwells shall coordinate with the University to develop and implement a proactive annual marketing/communication plan following Annual Plan review each year to promote the Services to the University's campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in the areas of meal plans, retail dining services and catering services and will include the following:
 - (i) Social media strategy for residential, retail dining, and catering;
 - (ii) Residential community engagement plan;
 - (iii) Identification of target markets;
- (iv) Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in the local community;
 - (v) Implementation plan and calendar; and
 - (vi) Success measures.
- K. <u>Alcohol Service/Licensing</u>. Chartwells will be responsible for provision of alcohol services on campus, provided all service of alcohol must be done through Chartwells or a University-approved third-party subcontractor. TIPS training shall be required for all individuals responsible for alcohol service. For approved third-party contractors, responsibility for TIPS training lies with Chartwells. The University will have final approval on the venues and events where alcohol may be provided.

Chartwells (or its approved subcontractor) will provide alcohol (wine, beer and liquor) concessions at events and venues designated by the University and will ensure any event involving provision of alcohol is properly permitted in compliance with University and State Board of Education policies and all procedures are in place throughout the event to comply with applicable University policies and any additional permit requirements (each, a "Permitted Event"). Chartwells shall be responsible for enforcing applicable policies, laws, and permit requirements throughout the Permitted Event. Without limitation, Chartwells shall ensure:

In no event shall the general public or any participants in a Permitted Event be allowed to bring alcoholic beverages into a Permitted Event, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.

Only those who are of lawful age to consume alcoholic beverages, will be authorized to possess and consume alcoholic beverages at the Permitted Event.

An Alcohol Beverage Permit for a Permitted Event may allow alcoholic beverages to be possessed and consumed throughout the Permitted Event area, provided that the area is fully enclosed, and provided further that area is such that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area.

The event sponsor and those individuals and contractors furnishing alcohol at the Permitted Event shall be responsible for ensuring that no one under the legal drinking age, or visibly intoxicated person is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the Permitted Event.

Chartwells shall be solely responsible for obtaining and keeping the license for beer and wine and liquor service in full force and effect during the term of the Agreement including, but not limited to, filing applications for licensing and renewal and paying all fees in connection to the license and shall indemnify, defend and hold harmless the University Indemnified Parties against any claims, damages, liabilities, or expenses arising from or relating to alcohol service and/or failure to comply with terms of licenses. In addition, Chartwells shall ensure that any third-party event sponsors or subcontracted alcohol providers shall be required to indemnify, defend and hold harmless the University Indemnified Parties against any claims, damages, liabilities, or expenses arising from or relating to alcohol service and/or failure to comply with terms of licenses. All third-party event sponsors and all contract alcohol providers must provide proof of appropriate insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the institution.

L. <u>Concessions.</u> Chartwells shall provide concessions and approved alcohol services at all athletic and entertainment events (including but not limited to Albertsons Stadium, Velma Morrison Center, ExtraMile Arena, Boas Tennis and Soccer Center, Donna Larson Park, Bronco Gym, Caven-Williams Sports Complex). In addition, Chartwells will provide concession service to all other events and activities that supplement the normal athletic and entertainment events schedule. Without limitation, Chartwells shall have the following responsibilities with regard to concessions:

- (i) Chartwells will be responsible for maintaining proper service levels and availability of stands based on industry standards.
- (ii) Chartwells is encouraged to use service organizations from campus (including student organizations) and the surrounding community to supplement concessions staffing levels. Chartwells will provide adequate training and supervision to ensure speed of service, safe food handling, monies are accounted for, and customer service.
- (iii) Chartwells is responsible for custodial operations related to concessions, including deep cleaning on a semi-annual basis.
- (iv) Chartwells shall be solely responsible for securing its equipment promptly at the closing of an event.
- (v) When specialized catering equipment is required it shall be procured or rented by Chartwells if it is not available in Chartwells's inventory of Dining Service equipment.
- (vi) Chartwells shall abide by any alcohol policy implemented by a University and all Chartwells employees serving alcoholic beverages will be TIPS (Training for Interception) trained.
- M. <u>Catering Expectations.</u> Chartwells shall serve as Boise State's preferred caterer, in a non-exclusive capacity. Chartwells shall provide Catering services that provide a complete Catering experience with Catering services to include but not be limited to online ordering, billing, confirmation of services, foods, beverages, linens, and food rental equipment. The scope shall include the management and operation of catering services requested by Boise State. The University will provide Chartwells with all kitchen smallwares, china, silver, and glassware for catering operations. Chartwells will be required to take an annual inventory in conjunction with the University and replace any losses. Without limitation, Chartwells shall have the following responsibilities with regard to Catering:
- (i) Chartwells will provide an online interactive software platform for web-based Catering ordering; including menus, pricing, and policies.
- (ii) Where possible, Chartwells will bill for catering services in conjunction of billing for services provided by the University.
- (iii) Chartwells will provide menu options at a variety of price points and service levels; menus must include a robust student catering menu and a menu to meet Idaho per diem requirements.
- (iv) For events planned prior to contract go-live, Chartwells must honor the specific Catering service commitments of menus, confirmed prices and other arrangements made by the previous contractor, and known by the University, prior to the beginning of this current contract.
- (v) Chartwells shall be responsible for the proper training of any employee assigned to Catering events. Minimum staffing guidelines shall be mutually established and agreed to by Chartwells and the University, based on event type and location.

- (vi) Chartwells shall ensure the following requirements are met for all events:
 - (a) All foods shall be labeled with allergens;
 - (b) Dispatch and breakdown area are to be camouflaged from customers;
 - (c) Chartwells is responsible for the complete set up and breakdown of all event space with respect to bars, tabletops, linens and equipment; and
 - (d) Tables should be properly set with linen and decorative décor, using properly cleaned service ware and glassware, as appropriate.
- (vii) Should Chartwells wish to use the campus dining program to engage in non-University related off-campus catering business in the local community, such business must be approved in advance by the University, including reporting mechanisms and compensation arrangements. In all cases, the Catering requirements for the University are and shall remain a top priority and take precedence over any off-campus catering business. Chartwells retains the responsibility for collecting and paying of all required taxes associated with non-University catered events. Chartwells shall be solely responsible for securing its equipment promptly at the closing of an event.
- (viii) When specialized catering equipment is required it shall be procured or rented by Chartwells if it is not available in Chartwells's inventory of Dining Service equipment.
- (ix) Chartwells shall abide by any alcohol policy implemented by a University and all Chartwells employees serving alcoholic beverages will be TIPS (Training for Interception) trained.
- (x) Upon request, Chartwells shall furnish the University access, via the catering software, to information regarding all catered functions including date of event, menu, costs charged, and sponsor prior to the event.
- (xi) Chartwells will provide an annual report on food provided/produced by production space via the catering software to the University for UBIT reporting.
- N. <u>Food Vending Expectations</u>. Chartwells will be granted the exclusive right to license and provide food and related services through vending machines located on campus. A beverage, for the purposes of food vending under this contract, is defined as hot beverages and milk. Items for sale include only food, snacks, and beverages (as defined above). Beverage vending machines are operated by Coca-Cola North America and Swire Coca-Cola under the University's Beverage contract. All vending machines are to be furnished and maintained by Chartwells or their subcontractors. The University shall, at its own cost and expense, install any such utility outlets at the designated areas where the vending equipment is to be located.
- O. <u>Camps and Summer Conference Expectations.</u> Chartwells is required to operate year-round as required by the University. This includes providing services for summer camps, conferences, or other periods outside the academic calendar. Hours and locations of service that

occur outside of the academic calendar will be mutually agreed upon. Chartwells shall make available to the University tiers of summer conference and camp food service offerings to appeal to the diverse and different needs of each camp and conference utilizing the campus during the summer months. Offerings should include breakfast, lunch, dinner, and snack services, as needed. Each subsequent year, the camp and conference rate will be adjusted as mutually agreed upon. Services shall be provided in compliance with applicable terms of grants and other sponsor terms relating to funding for summer programs.

- **P.** Motor Vehicles. Chartwells is responsible for providing sufficient and adequate motor vehicles required for the transport of food and/or beverage items under this contract, and for providing an adequate and qualified staff to operate such vehicles. Chartwells shall be liable for all damages or injuries caused by the negligent operation of said motor vehicles by the agents or employees of Chartwells. The vehicles and transportation of food will follow all local and regulatory safety practices and adhere to HACCP and SERV safe guidelines for transportation of food and beverages.
- Q. <u>Emergency Services</u>. Chartwells shall be required to provide Dining Services under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, flood, tornado, earthquake, pandemic, power failure, etc. Chartwells shall not be reimbursed for any loss of revenue from an interruption of service or operations, or for use of any dining service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.
- **R.** <u>Training Tables.</u> Chartwells is responsible for providing training tables meals to University athletes and staff. Training table meals must accommodate any special diet or nutritional needs as well as align with program expectations and applicable regulations and standards. Alignment, communication, and partnership between Chartwells and Boise State Athletics Department will be necessary to ensure the University and its student-athletes' needs are met. Some of these areas that will be expected and considered are:
 - Direct communication with the Athletic Department and its sports nutritionist to ensure adequate nutrition meets the unique needs of athletes and help enhance performance.
 - Education sessions to cover pertinent nutrition information to help athletes alleviate ailments
 - Some meals will be grab and go options instead of a fully catered meal.
 - Ability to utilize services and other options as needed to assist with the training table meals.
 - Ability to work with Bronco Sports Properties corporate sponsorships to integrate services with Chartwells. The University will leverage outside sponsorship groups, such as Albertsons, to provide, on its own, unlimited snacks to student-athletes as allowed by NCAA regulations. This also includes a process that provides sponsorship exemptions, with Chartwells' own food supply, when using Boise State Facilities.

S. Compliance and Quality Assurance Matters.

- (i) The University will periodically, with or without advance notification, conduct financial reviews, agreement compliance, quality assurance and sanitation inspections of the food service Facilities and equipment with or without a Chartwells's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation by Chartwells and access to all onsite financial records, food service, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.
- (ii) Chartwells will provide to the University, and/or third-party as requested, all statistical and operating data required to complete internal and external benchmarking exercises.
- (iii) The University shall periodically, with or without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve Dining Services operations.
- (iv) The University will be informed by Chartwells of any schedule of independent audits of Chartwell's records and operations. The University shall receive a copy of the report of any findings that affect the University.
- (v) Upon request of the University, Chartwells will meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.
- (vi) Chartwells must retain all records and all records are accessible to the University for a minimum of five (5) years from Fiscal Year end. The University reserves the right to audit at any time any aspect of the foodservice cycle, as performed by Chartwells. Chartwells shall keep full, timely and accurate records in accordance with generally accepted accounting practices (GAAP) for all necessary Federal, State, County, and local forms and claims regarding the Dining Services Program.

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Attachment A-1 Summary of Responsibilities

This is a summary table of responsibilities that outlines whether Chartwells or University will be responsible for performing and/or managing each line item. The cost associated with Chartwells responsible items, unless otherwise specified, will be included as a Cost of Business.

Category	Subject Area	University Responsibility	Chartwells Responsibility
Premises and Equipment	Premises	The University shall, without cost to Chartwells, provide Chartwells with the necessary space for the operation of the Services. University will retain the right to use any and all of the Facilities for any purpose. Notice shall be given to Chartwells prior to usage that is out of the ordinary and impacts Chartwells' standard operations.	
Premises and Equipment	Equipment	The University shall permit Chartwells to have the use of all such equipment and Facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Chartwells agrees that all equipment and items of equipment now or hereafter furnished by the University to Chartwells are the sole property of the University and Chartwells agrees not to change, deface, or remove any symbol or mark of identity upon	Chartwells provides any additional items to supplement programs, with prior written approval of the University. Any equipment that requires university infrastructure (power, water, sewer, gas) must be mutually agreed upon prior to purchase by Chartwells. Chartwells shall be responsible for equipment replacement where it has been determined by the University that damages were due to negligence or intentional acts of Chartwells's employees, which replacement shall not be a Cost of Business.

		said equipment or items of equipment furnished by the University.	
Premises and Equipment	Equipment Repair and Maintenance	University provides and funds equipment purchases required for the dining program. University will be responsible for all costs associated with repair and maintenance of all University-owned equipment. The cost of these repairs shall be paid by University, except where it has been determined by the University that damages were due to Chartwells' negligence or an event under its direct control and responsibility.	Chartwells will be responsible for keeping equipment in excellent working condition according to manufacturer specifications. Chartwells will be responsible for all coordination associated with maintenance, repair, and replacement of the equipment. Chartwells shall be responsible to report to the University and request needed repairs of equipment and the Dining Services Facilities using the University work order system. All requested repairs may require prior approval of the University. Chartwells shall notify appropriate University officials of equipment malfunction and shall not attempt any repairs.
Premises and Equipment	Smallwares and Serviceware	University will provide an initial inventory of Products, Smallwares (e.g., China, glassware, flatware and kitchen utensils), and dining service equipment.	Chartwells and University shall verify an initial starting inventory of smallwares prior to the commencement of the term of this Agreement. New smallwares purchases will be included in Capital Investments, and will be amortized back to University over the term of this Agreement as provided in Attachment C. At all times during the term of this Agreement, Chartwells shall maintain such minimum or par stock levels as cost of doing business. All smallwares will become the property of University. Upon termination of this Agreement, Chartwells shall surrender an equivalent inventory of smallwares to University of such type and condition as was delivered to Chartwells upon commencement of the Agreement. Reasonable wear and tear excepted.
Premises and Equipment	Offices	University will provide adequate office space to reasonably accommodate Chartwells' administrative needs for the exclusive use of Chartwells.	Chartwells will be responsible for maintaining such space in good condition. Chartwells shall, at its own expense, furnish any additional office furniture not included in the current and new offices. Chartwells shall provide necessary office chairs.

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Premises and Equipment	Office Equipment	University, at its cost, will provide any office infrastructure necessary for the management of the dining service; phone (analog lines upon request), internet, and network access. Office equipment does not include personal computers.	Chartwells will provide office equipment necessary for management of the dining services program, including, computers, printers, copy machines, phones (analog lines may acquired from Lumen/CenturyLink, through the University, upon request), office supplies, etc. Chartwells shall, at its own expense, furnish any additional office equipment not included in the current and new offices, including office chairs.
Premises and Equipment	Facilities Repair and Maintenance	University will maintain, repair or replace the Facilities and equipment owned by University as necessary to maintain the Facilities and equipment in a safe condition suitable for their intended use and in compliance with applicable governmental laws, regulations, codes, and ordinances. University will be responsible for all costs associated with repair and maintenance of all University-owned facilities. The cost of these repairs shall be	Chartwells will report all facility repair needs. Such repair and maintenance problems will be triaged and promptly reported to University. Both parties will collaborate to determine exact procedures for repair. At University's request, Chartwells shall coordinate repair of Facilities and equipment with a University-selected third party to maintain Facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws.
		paid by University, except where it has been determined by the University that damages were due to Chartwells' negligence or an event under its direct control and responsibility.	

Premises and Equipment	Inspections and Access	University reserves the right to regularly conduct unannounced inspections and/or operational and quality reviews with or without Chartwells. Consultant inspectors for all local authorities and from the University will have complete cooperation from Chartwells. Authorized University employees will have complete access to all areas of Chartwells operations in front of house and back of house.	Chartwells will provide University with copies of inspection reports within four (4) hours of completed inspection. Within twenty-four (24) hours, Chartwells will provide University and relevant campus authorities with a written report of any requested corrective actions on all infractions contained within the reports. In the event that corrective action is a joint responsibility, Chartwells will notify University of its responsibility in the matter and will work with the University on the implementation of such action.
Premises and Equipment	Pest Control	University shall contract pest control services and will bill actual invoices directly to Chartwells.	Chartwells shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for office, production, service, and storage, and all public spaces across all dining venues. The University prefers integrated pest management solutions wherever possible. These costs will be billed back to the University in a monthly subsidy invoice.
Premises and Equipment	Fire and Safety	University shall furnish and maintain fire alarms and extinguisher equipment and supplies as required by law, regulation, or best practices. University shall be responsible for coordinating the periodic cleaning of hood and ventilation systems.	Chartwells shall be responsible for daily cleaning of hood filters according to manufacturer specifications. Chartwells shall immediately report fires, unsafe conditions, thefts, and security hazards to University. Chartwells shall report to the University any conditions cited in an inspection by local or federal agencies or those identified by the University's campus dining contract administrator for unsafe conditions on the premises. Chartwells shall notify the University immediately after any fire extinguisher use or discharge.

Premises and Equipment	Janitorial	University shall be responsible for the deep cleaning and maintenance of ceilings, ceiling fixtures, windows, exterior walls, dining area floors and/or carpets, drapes and fixtures at the premises on a scheduled basis (transitional cleaning; generally, rotating quarterly) as determined by University and consistent with local ordinances, and for setting up and cleaning the Premises for certain special events scheduled by University upon advance notice to Chartwells.	Chartwells shall provide daily housekeeping and all cleaning and janitorial functions within the premises and shall commission and oversee sanitation services for dedicated foodservice areas according to highest industry standards. In addition, Chartwells will maintain the dining locations throughout service hours to include wiping down tables; cleaning spills; emptying trash, recycling, and compostable; and keeping dining locations neat. The facilities within the premises for which Chartwells shall be responsible will include, but not be limited to production and serving areas; dining rooms; convenience stores/snack bars; refrigerators, freezers; reusable container collection machines; receiving and storage; trash, recycling, and compostable; loading docks*, employee lockers and restrooms; offices; and hallways assigned to Chartwells. Chartwells shall use green cleaning strategies and products wherever possible. *(Where loading docks are shared by Chartwells and University, the responsibility will also be shared.)
Premises and Equipment	Hoods	University, at its expense, will be responsible for the periodic cleaning of the ductwork above the ceiling level.	Chartwells will be responsible for routine daily cleaning of the hood exterior and interior surfaces and filters below the ceiling level.
Premises and Equipment	Utility Service	University will be responsible for providing and paying for electricity, gas, steam, water, and sewer service for the foodservice operations. The University does not guarantee uninterrupted utility service or building access. The University will not be liable for any damages or loss that may result from the interruption or failure of any such utility service, nor any	

Premises and Equipment	Vehicles and Parking	loss of use or lost profit unless such interruption or failure is due to negligence of the University or its employees. University will provide designated parking for food service vehicle(s) with access to a loading area as appropriate.	Chartwells will provide necessary vehicles to successfully execute the needs of the contract. Contractor will secure necessary parking permits for vehicles. Chartwells' employees will be required to purchase a parking pass to access on-campus parking locations. All University rules and regulations for operating a vehicle on campus should be adhered to at all times. Chartwells shall require its employees, agents, subcontractors, vendors, and suppliers to abide by the parking policies of the University.
Premises and Equipment	Materials Management	University shall provide services for the removal of trash, recycling, and compostables, including dumpsters, within the designated area of each facility on the premises.	Chartwells will cooperate with the University in minimizing waste and disposal costs. Storage of refuse, recycling, and compostable by Chartwells shall be in appropriate clean and color-coded containers and in unobtrusive areas of each facility within the premises. Chartwells is responsible for grease drum removal, and must comply with University health and safety guidelines. All Chartwells employees shall be trained regarding campus-wide waste diversion practices and accepted items, including single stream recyclables, specialty recyclables, and compostable. Chartwells shall transport back-of-the-house refuse, compost and recycling to designated refuse, compost and recycling collection areas, while University shall be responsible for removal of that refuse, compost, and recycling from the dumpster collection areas. All waste materials will be promptly removed to appropriate outdoor storage containers with lids securely closed.

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Premises and Equipment	Used Cooking Oil Collection and Removal	Boise State shall provide adequate space for storage of used cooking oil	Contractor will be responsible for coordinating the storage and removal used cooking oil
Technology and Systems Management	PCI-DSS Payment Card Industry-Data Security Standard		Chartwells will be the merchant of record for any credit or debit card transactions in connection with any of their services provided on campus. Chartwells will be responsible for complying with all applicable laws, regulations, and payment card industry data security standards as related to the protection of the cardholder data. In addition, Chartwells will follow and comply with all of University's Privacy and Security policies as it relates to computer usage and security, financial records, personnel records and student records. Chartwells is required to provide University a completed and passing PCI-DSS Attestation of Compliance (AOC) on an annual basis and is also required to obtain and furnish to University an AOC for all third parties performing any credit card payment services on its behalf.
Technology and Systems Management	Network and Internet Services	University may provide network and internet service connections for Chartwells' devices.	Any IT equipment, servers, systems, etc. deployed by Chartwells on the University's network will comply with all University information security policies and practices. Chartwells is responsible for maintaining the security of its computers and software. Devices that are found to be compromised may be removed from the University's computer network. Use of these services shall be for appropriate business-related activities only. Access to the network is not to be shared or transferred to other businesses or non-employees of Chartwells. Chartwells may be charged, at normal rates, for labor and materials related to installation, alteration, connection, or other changes to network infrastructure in order to provide connectivity to Chartwells' devices, including but not limited to, labor, network equipment, and wiring materials and

		services. Chartwells may not use the University's network for devices or transactions that are in-scope for PCI-DSS without prior approval from the University.
Technology and Systems Management	Information Security	Chartwells shall be responsible for any loss or damage resulting from Chartwells' negligent failure to provide adequate security, including information security, breaches of Chartwells system, or by Chartwells employees inappropriately accessing or misusing the University's systems. Chartwells will be responsible for implementing information security measures, auditing, and reporting to University officials as is required for other information technology system owners/users. Chartwells should maintain adequate IT and security staffing to effectively operate and monitor its systems and end users. Chartwells employees will be responsible for complying with University's standards for safeguarding information. Chartwells shall be responsible for any and all costs associated with breach notification and reporting with regard to its systems or systems operated by third parties on its behalf. Chartwells acknowledges that it may have access to confidential information and agrees to abide by all applicable laws and regulations including, but not limited to FERPA, PCI-DSS, GLB and HIPPA regulations. Chartwells further acknowledges that any information shared with it is intended for internal use only and is not to be disclosed, shared, or sold to other parties.
Personnel and Staffing	On-site IT Support	Chartwells will provide an on-site point of contact for tier 1* and tier 2** IT support for the software and hardware systems during business hours, including events. The role is to ensure the success of Chartwells' daily operations. Chartwells must make a commitment to fully educate its employees on all hardware and software systems and know how to troubleshoot concerns and issues. * Tier 1 support - For basic operability and usage issues of the POS software and hardware to include, but not be limited to, cash registers, printers, and credit card processing equipment.
		**Tier 2 support - Personnel with deep knowledge of the POS software and hardware, but not necessarily responsible for engineering or development issues. Responsible for the administrative management and advanced

			configuration and setup of the POS software and hardware.
Personnel and Staffing	Supervision and Management of Personnel	University will have approval authority for all candidates to be assigned to any management-level positions performing Services, including Resident District Manager, Senior Catering Director, Senior Executive Chef, Operations Controller, Senior Marketing Manager, Director of Concessions, Director of Operations, and IT Director. The University will participate in interviews and approval of management candidates prior to acceptance by Chartwells for employment to service this contract.	Chartwells shall at all times provide adequate and expert on-site supervision of its employees providing the Services. Chartwells shall ensure that critical positions (those necessary to open the Facilities and operate the Services) have adequate back-up employees to call in to cover for absenteeism. Should any industry-wide labor shortages create a challenge in this regard, Chartwells shall develop a plan subject to mutual consent of the Parties to ensure there are no gaps in service during said labor shortage. Chartwells agrees to have one of its senior corporate managers available to meet with the University within three (3) Business Days of a University request to discuss and resolve important concerns related to the management of the Facilities or provision of Services
Personnel and Staffing	Premises Staffing Levels (Management Team)		Chartwells will maintain a fully staffed management team at all times and identify interim management if a staff member should transition without an immediate full-time replacement. Succession planning for management will ensure coverage and continuity throughout the life of the Agreement. Chartwells shall provide an organization chart and staffing table on an annual basis, including management team and hourly staffing plans. Chartwells shall provide to University by the Effective Date its organizational line of authority from the local General Manager to the manager at the highest corporate level. The University shall be notified of any subsequent changes to this structure as they occur. Chartwell's district manager and other regional or national managers shall have onsite operations meetings with the University on at

Personnel and Staffing	Premises Staffing Levels (Hourly Staffing)		least a quarterly basis to discuss financial results, account operations, and business strategies, as well as any other information pertinent to University's Services or Facilities. Chartwells will maintain adequate staff on the premises at all locations at all times to ensure a quality dining service operation in alignment with staffing plans provided as part of the RFP Documents and provide sufficient staff to maintain
			the operation at the levels and quality described in the RFP Documents and for the hours agreed to in the Annual Plan. Staff will be experienced and qualified for administration and supervision, menu planning and dietetics, production, sustainability, purchasing, service, sanitation, marketing, and equipment use.
Personnel and Staffing	Student employment		Chartwells will provide convenient on-campus jobs, cultivate student leadership opportunities, develop student employee skill and provide meaningful internship opportunities. Chartwells should also support University's academic programs by providing internships or practicum experience for University students and by providing flexibility to work around students' class schedules, particularly during finals and study weeks. Chartwells agrees to employ at least five paid student interns annually. Chartwells will work with the University to ensure internships meet expectations and/or requirements of academic programs where appropriate.
Personnel and Staffing	Training		Chartwells must continually provide training and development for its employees at all levels of the dining operations, including but not limited to culinary training, technical training, safety and sanitation, and customer service training. At a minimum, all local Health Department standards will be met and Chartwells shall ensure employees adhere to standards and practices following training.
Personnel and Staffing	Conduct	University reserves the right to ask Chartwells to remove an individual whose conduct does not comply with the University rules and regulations and/or meets University's leadership's expectations.	Chartwells is responsible for the conduct of all its employees. Chartwells employees will abide by all rules and regulations which govern University employees. Chartwells must align with University's diversity and inclusivity expectations, included in the RFP Documents.

Personnel and Staffing	Attire	University to have input and approve uniforms and uniform change requests.	Chartwells employees will be neatly attired in clean uniforms and wear visible nametag identification at all times while on duty. Management will be appropriately dressed (but not necessarily in uniform) and wear nametag identification. All uniforms and nametags shall identify personnel as University Dining, not Chartwells's corporation. Contractor will coordinate laundering of uniforms as necessary, such as chefs jackets.
Personnel and Staffing	Emergency Contacts	University will maintain and supply Chartwells with a list of emergency contacts.	Chartwells will maintain and supply the University with a list of emergency contacts.
Programs and Operations	Quality Control and Customer Satisfaction	University reserves the right to observe and monitor the food and service at all campus dining locations and events, including through the use of "secret shopping" methodologies and programs.	Chartwells shall establish and maintain a regular process for evaluating campus dining food and service quality, collecting customer feedback, and responding to customer complaints. Copies of these evaluations and responses shall be summarized as part of the regular client reporting and communication processes. At minimum, Chartwells will execute a Chartwells student satisfaction survey once per year and provide the University with mutually agreeable third party benchmarks. In addition, Chartwells shall implement NACUF's benchmark annually the alternate semester and will engage in other customer feedback efforts throughout each year. Chartwells will provide the University the unfiltered survey results, and work with University to develop a response place as appropriate. Chartwells will also define and execute measurement of the University Satisfaction as compared to external benchmark inclusive of similar institutions of multiple vendor accounts.
Programs and Operations	Hours of Operation		Chartwells will work with University to determine if established hours of operation need to be adjusted based on demand or usage. At minimum, comprehensive hours of operation will be revisited annually, but Chartwells will coordinate with University on specific locations on a case-by-case basis as needed.
Programs and Operations	Community Partnerships	The University will exercise influence and provide input on community partnerships that are central to University's mission.	Chartwells will actively seek outside community partnership opportunities for University's consideration to enhance on-campus offerings.

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Programs and Operations	TRIO and Special Programs		Chartwells will provide foodservice operations to the summer Trio Rising Scholars (TRS) program in alignment with Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP) guidelines or USDA requirements, as applicable. Upon request, Chartwells will incorporate service to the children's center or other programs in compliance with any federal or other similar standards and requirements that apply.
Culinary Standards	Healthy Choices		Chartwells must offer choices that allow any person who dines in its operations the opportunity to select a well-balanced meal from the menu. The nutritional analysis of all menu items must be accessible to customers either on menu, in a written manual located in each venue, on a computer located in the venue, and/or online as part of the campus dining website. Chartwells must accommodate guests with medical and dietary restrictions. Notwithstanding the obligation to offer and accommodate all guests' dietary restrictions, Chartwells and University will allow guests with severe anaphylactic allergies and/or strict religious requirements to opt out of meal plans for these reasons. All cycle menu offerings must have nutritional data posted. The prior sentence shall not apply to branded concepts or items served by subcontractors except as required by law. Such information shall be made readily available on the dining website and current at all times. Chartwells agrees to use healthy nutrition guidelines to identify healthier choices and will work with the University to modify menu offerings when requested.
Culinary Standards	Dietary Diversity	University will be responsible to review customer dietary requests.	Chartwells' menu portfolio must include a broad spectrum of dietary needs and preferences to enable broad access and engagement with the program. When a student or community member requests a modification, the University process shall be commenced to properly address the modification or accommodation request, and Chartwells' staff will work with University representative to develop and implement a plan to meet that student or community member's needs in the campus dining venues. If it is mutually determined that Chartwells cannot reasonably develop and implement a plan to meet a student or community member's needs in the campus dining venues due to severe anaphylactic allergies and/or religious beliefs, that student or community member may be excused from meal plan participation.

Culinary Standards	Food Allergies and Intolerances		Chartwells will provide menu options to ensure students with food allergies or intolerance have a comparable experience to those without dietary restrictions. These provisions should be met in all applicable settings (i.e. dining halls, retail, catering, concessions, etc.). There should be a dedicated allergen-free station in each AYCTE dining hall; allergy-friendly options at each retail dining location; allergy-friendly catering menu; and packaged reheatable options at concessions and convenience locations. Chartwells will ensure a dedicated prep space, storage space, and equipment for foods for food allergies. Chartwells' registered dietician will meet with students on an as-needed basis to discuss allergen concerns.
			Chartwells will label for the major allergens recognized in the United States by federal law. Chartwells must display major allergens and ingredients on ALL printed/digital menus as well as electronically (app and website), and provide printable forms of full ingredient statements.
Culinary Standards	Food Allergy Training		Chartwells' onsite management and staff will be Food Allergy Research and Education ("FARE") certified through a training program developed specifically for Chartwells. Chartwells will implement a robust allergen management training program and require re-certification for all salaried staff and associated designated to serving locations. All hourly associates will be trained bi-annually. Those working at specialized allergen stations must have additional training and pass exam before being able to work at the specialized station.
Culinary Standards	Point of Service Labeling		Food items at the service stations and bars shall be readily identifiable with accurate, individual labels with ingredient information. In a la carte operations, pricing must be visible for all menu items. Effort must be made where applicable to highlight sustainability attributes (local, Boise-raised, plantforward, etc.).
Culinary Standards	Menu Guidelines	University shall have the right to review and approve any changes in the menu guidelines over the life of the Agreement.	

Safety	Emergency Items	University maintains the right to inspect emergency supply levels at its discretion.	Chartwells will be responsible for providing and maintaining an inventory of compostable* serviceware and to-go containers adequate to meet the emergency needs should the dishwashing facilities become inoperative or physical distancing is required. Chartwells shall maintain an inventory of food and supplies adequate to feed students during an emergency that precludes the delivery of fresh product to campus. That inventory shall be ten (10) days. *(University does not currently offer composting on campus. Chartwells will utilize recyclable containers until composting is available.)
Safety	ServSafe Certification		At a minimum, all management and supervisory staff will be ServSafe Certified. At least one ServSafe Certified individual shall be present at each dining location at all times of operationand that person shall be designated the person in charge. Copies of all certifications are to be on file and are subject to a random audit by the Contract Administrator. At a minimum, all local Health Department standards will be met.
Safety	Worker Safety	University is responsible for providing a safe work environment with respect to the facilities and equipment assigned to Chartwells.	Chartwells is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to University. Chartwells employee safety should meet the University's minimum standards.
Safety	Chemical Storage		Chartwells will be responsible for the safe use of all chemicals including secured storage and separation of chemicals from food storage. Chartwells' hazardous chemical storage will meet the University's minimum chemical storage standards. Chartwells shall consult with the University on displace of Hazardous Substances generated or introduced by Chartwells.
Safety	НАССР		HACCP (Hazardous Analysis Critical Control Points) standards shall be used for receiving, storing, thawing, chilled, serving, and re- thermalizing all food.
Catering	Catering Rights	University recognizes that it is in the best interest of both parties for campus departments to use Chartwells and will encourage that use	Chartwells does not have exclusive rights to catering. University shall encourage its staff and students to provide Chartwells with the right to provide a quote for the catering services. Chartwells shall be responsible for the collection of payment for catering charges from non-university groups. Chartwells shall regularly inform the

		whenever feasible, but there will be no exclusivity on campus. University will collect all internal catering Accounts Receivable.	University about any delinquent unpaid catering invoices. Chartwells will collect all external catering Accounts Receivable.
Catering	Catering Guides and Printing	University to approve all catering guides.	Chartwells shall develop new and in-depth annual catering guides, including a specific one for students, and shall make the guides available online before the beginning of each academic year. Chartwells will be responsible for any printing of catering guides.
Catering	Catering Stakeholder Engagement		Chartwells shall meet with key catering stakeholders/organizers at least once per semester to showcase new catering options and discuss the overall program and necessary changes or improvements to sustain a high-performing catering program.
Catering	Quality Control and Customer Satisfaction	University reserves the right to observe and monitor the food and service at all catered events.	Chartwells shall establish and maintain a regular process for evaluating catering event food and service quality, collecting customer feedback, and responding to customer complaints. Copies of these evaluations and responses shall be summarized as part of the regular client reporting and communication processes. Chartwells will provide on a regular basis all upcoming catering events.
Catering	Conferences, Campus, and Clinics		Chartwells' right to provide service for such conferences, camps, and clinics shall be on a non-exclusive basis.
Athletics	Concessions Offerings	The University shall communicate its desired "mix" to Chartwells and will have final approval over any additions and/or brands that may be added to the concessions portfolio.	
Athletics	Flexibility to Purchase Specialty Products	The University retains the right to purchase specialty products for student-athletes outside of the scope of this Agreement,	

		including but not limited to vitamins and nutritional supplements.	
Sustainability	Waste Reduction	University will strive to create a culture of waste minimization and responsible landfill diversion.	Chartwells shall support existing and future University waste reduction goals, while also developing and implementing policies and procedures to reduce pre- and post-consumer waste in all dining venues and educating customers about food waste reduction. Chartwells shall propose food waste reduction strategies. Chartwells will support University in being a Styrofoam free for all food delivery. Chartwells will support University in eliminating as many single use disposables (including single-use plastics) as possible, including straws, water bottles, disposable cups, to-go containers, and more. Chartwells agrees to annually partner with, perform, pay for, share results of, and implement recommendations from third-party audit of progress towards waste reduction goals.
Sustainability	Recycling and Composting	University will implement recycling and composting guidelines for the campus in line with campus-wide waste diversion goals.	Chartwells shall comply with all existing and any future recycling and composting policies established by University including those for single stream recyclables, specialty recyclables (gloves, textiles, batteries, electronics, equipment, etc.), and compostables. Chartwells will lead, participate in, and minimize contamination of composting for food waste and BPI-certified packaging. Chartwells shall support and lead expansion of compostable collection at all dining locations, both in back and front of house. Chartwells will also support all athletic and catered events being zero waste events (either with washables, reusables, or compostables).
Sustainability	Energy & Water Use Reduction	University will install equipment that supports energy/water conservation.	Chartwells shall develop and implement policies and procedures to help meet building-wide energy and water use reduction goals by minimizing unnecessary use of electricity, steam, natural gas, chilled water, potable water, heating, ventilating, and air-conditioning equipment. Chartwells shall assume responsibility for maximum utility/energy conservation. Chartwells shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the Dining Services facilities are not in use or when business volume dictates a reduction in the use of utilities.

Sustainability	Food Recovery		Chartwells will manage and support efforts to reduce food waste, reuse surplus food, and to donate surplus food. Chartwells will work with University student groups and local food recovery organizations to safely donate surplus and leftovers to the on-campus University Food Pantry and other local nonprofit organizations focused on food security, and will provide food recovery across all operations, including c-store, retail, residential dining, and catering. Chartwells will develop policies and procedures to distribute surplus catered food through non-traditional food recovery methods, and will manage food recovery in good faith in accordance with Good Samaritan Laws and Idaho Health Department rules and regulations.
Sustainability	Marketing, Advertizing, and Promotions		Chartwells will embed sustainability into University Dining advertising, marketing, and promotions to encourage the behavior changes required to achieve sustainability goals.
Marketing & Engagement	Advertising and Promotions	University will reasonably cooperate with Chartwells in promoting and merchandising services and products to attract more customers to fully utilize the Dining Services.	Chartwells will comply with University Brand Standards, and cooperate with University to develop and implement advertising and promotional efforts to increase the visibility and image of the University Dining and Catering program and promote sustainable behaviors to faculty, staff, students and visitors. All advertising and promotional materials will meet the requirements of applicable laws and University policies for compliance with disability accessibility standards, and include required accommodation notices. Chartwells will develop all marketing plans at least one quarter prior to roll-out which will be reviewed/approved by the University.
Marketing & Engagement	Marketing Media	University will have access and rights to website.	Chartwells will comply with University Brand Standards, and shall develop, maintain, and keep current a website for University Dining. Chartwells shall utilize social media outlets such as Twitter, Facebook, and Instagram as well as any new relevant emerging social media platforms to create ongoing excitement around specials, promotions, and other dining-related events. Chartwells shall ensure that all such social media, web, and physical media and events comply with applicable disability and accessibility standards and include required accommodation notices. Chartwells will develop all marketing plans at least one quarter prior to roll-out which will be reviewed/approved by the University.

Marketing & Engagement	Student Engagement		Chartwells agrees to collaborate with University student groups to achieve, partner, and expand positive impact of program initiatives.
Marketing & Engagement	Academic and Research Partnerships		Chartwells shall participate in research and academic projects as requested by University.
Reporting / Finance / Accounting	Financial Reports - Monthly Points of Sale	University reserves the right to ask for additional supporting documentation when necessary.	At a minimum, Chartwells will provide the University with a monthly point of sale financial statement to show budgeted and actual sales and operating expenses for the current period and the year-to-date on or before the 20th day of the month following the close of the financial period. Chartwells and the University will work together to refine and modify this and other reports as needed.
Reporting / Finance / Accounting	Sales & Use taxes	University collects and remits sales and use taxes on meal plans only	Chartwells will collect and remits all sales and use taxes other than meal plans
Reporting / Finance / Accounting	Financial reports -Monthly Operating Reports	University reserves the right to ask for additional supporting documentation when necessary.	Monthly detailed Cost of Business and Net Sales statement along with supporting reconciliation documents, identifying all sources of revenue by cost center from where the sales were generated. The monthly operating statement shall be accurately computed and submitted to the University by the 15th business day following the end of the calendar month. Chartwells will provide complete records of the total amount of food served and the number of students served daily by meal. General ledger backup shall be available and provided to the University at its request. Chartwells and the University will refine and modify this and other reports as needed.
Reporting / Finance / Accounting	Financial Reports - Monthly Budget vs. Actual Reports	University reserves the right to ask for additional supporting documentation when necessary.	Chartwells will provide the University with a detailed monthly profits and loss statement includes current period budget, current period activity, prior period activity, year-to-date actual vs. budget and prior year to date activity by the 15th business day following the end of the calendar month.

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Reporting / Finance / Accounting	AYCTE Meal Plan Participation Reports	University reserves the right to ask for additional supporting documentation when necessary.	Chartwells will provide the University with participation numbers per meal plan type (e.g., amount of meals used on each plan versus the total meals available). Chartwells and the University will work together to refine and modify this and other reports as needed.
Reporting / Finance / Accounting	Retail Hours of Operation Reports	University shall not unreasonably withhold approval to adjust hours to best meet customer demand and provide a financially sustainable program.	Once each semester, Chartwells will provide a thirty (30) minute revenue and customer count analysis for each retail venue for a full week (Sunday through Saturday) without any holidays or special closures.
Reporting / Finance / Accounting	Sustainability Reporting	University regularly measures and evaluates programs for progress and efficacy, and will provides updates to Chartwells regarding progress.	Chartwells will provide monthly data reports for reuse programs, food recovery, and food waste.
Reporting / Finance / Accounting	Retail Price Reporting	University shall not unreasonably withhold pricing adjustments that are supported by the market basket comparison and within the plus or minus three percent (3%) range.	Each year per the annual provisions process, Chartwells will provide a complete price list for items sold in the retail venues (c-stores and a la carte dining). Market comparison prices will be presented to University as a basis for any price adjustments for the next academic year. Prices in campus venues must be plus or minus three percent (3%) of those in the local market.
			It is critical to maintain minimum, affordable price points at each venue for students to be able to purchase a meal under the local market average.
Reporting / Finance / Accounting	Monthly Meeting and Semi-Annual Reviews		Chartwells to have weekly meetings with University's Contract Administrator(s). Chartwells will hold monthly operational and financial meetings with the University to review the account. In addition, Chartwells shall make a semi-annual presentation to the University detailing financial and operational performance over the past six (6) months along with projected financials for the next six (6) months. The presentation must include but is not restricted to: 1) Financial Performance Summary; 2) Participation Reports; 3) KPI data; 4) Marketing activities and results; and 5) Progress on initiatives agreed upon in previous reviews and proposed initiatives for the next six (6) month period. Chartwells and the University will work

			together to refine and modify this and other reports as needed.
Reporting / Finance / Accounting	Corporate Visits		Chartwells is to inform the University when a district, regional, or corporate representative of Chartwells' firm is to be on campus. University Senior Leadership will be given the opportunity to meet with that representative(s) while that person(s) are on campus. Visits from Chartwells' Corporate Executive Team should be held at least twice annually.
Reporting / Finance / Accounting	Account Management	The University Dining Agreement will be administered by Campus Services with day-to-day oversight by its Contract Administrator. As such, any account changes, strategic planning, budgetary decisions or impactful projects will first be vetted through Chartwells and University's Contract Administrator.	All monthly, quarterly, semi-annual, and annual reports should be sent to the University Contract Administrator(s), as defined by the University.
Reporting / Finance / Accounting	Performance Reviews	University has the right to conduct non-binding annual performance reviews of the on-site Senior Leadership Team. These reviews will be used to refocus efforts, provide feedback, initiate changes and	Chartwells agrees to consider performance review feedback and collaborate with University to achieve and maintain the highest level Dining Services program possible.

		improvements were	
		and when needed.	
Food and Beverage	Food, beverage, and paper and cleaningsupplies, purchasing.		Chartwells to facilitate the purchasing of food, beverage, and paper and cleaning supplies purchasing to meet the needs of the dining program.
Food and Beverage	Processing of Invoices		Chartwells will be responsible for the collection of necessary invoices to meet the needs of the dining program.
Food and Beverage	Payment of Invoices		Chartwells will be responsible for the payment of invoices to meet the needs of the dining program
Labor	Payment of regular, salaries, full time and part time hoursly employees		Chartwells will be responsible for the regular payment of salaried and full-time and part-time hourly employees, including student employees to meet the needs of the dining program.
Labor	Payment of costs associated with cost of taxes and benefits of salaried and full-time and part-time employees.		Chartwells will be responsible for payment of costs associated with the cost of taxes and benefits as identified in Attachment B - Cost of Business, of salaried and full-time and part-time employees to meet the needs of the dining program.
Labor	On-site preparation and processing of payroll		Chartwells will be responsible for on-site preparation and processing of payroll to meet the needs of the dining program.
Labor	Relocation of employees		Chartwells will facilitate the relocation of employees to meet the needs of the dining program. All associated costs will be invoiced back to the University as a Cost of Business, subject to approval requirements as provided in Attachment B-1.
Labor	Employee Background Checks and Drug Tests		Chartwells will conduct background checks and drug tests as part of hiring and human resources processes to meet the needs of the dining program. All reasonable associated costs will be invoiced back to the University as a Cost of Business.

Agreement Number:

AGREEMENT FOR

Management of Dining Services

WITH

Chartwells Higher Education

ATTACHMENT B – COST OF SERVICES

ATTACHMENT B

Boise State University and Chartwells

I. Bond-Financed Facilities

Certain of the University's Dining Service Facilities may have been financed with proceeds of tax-exempt bonds (the "Bond Financed Facilities"). The University and Chartwells intend that the Agreement meet the safe harbor conditions of IRS Revenue Procedure 2017-13 with respect to the Bond-Financed Facilities, under which a management Agreement does not result in private business under Section 141(b) or Section 145(a)(2)(B) of the Code. Chartwells understands that the Bond-Financed Facilities on which the Dining Services are provided are premises that have been financed with proceeds of bonds, the interest of which is excludable from "gross income" for federal income tax purposes, and that, therefore, this Agreement is intended to comply with the management Agreement's safe-harbor guidelines of Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded ("Guidelines"). The University and Chartwells represent that compensation for the services provided by Chartwells is reasonable, and it is consistent with industry standards. For purposes of compliance with the Guideline, the University and Chartwells intend that compensation paid to Chartwells pursuant to this Agreement and further described in this Attachment B constitutes a management fee Agreement within the meaning of Section 4.06 of the Guidelines, and will not be treated as providing a share of net profits of the Bond-Financed Facilities to Chartwells.

II. Cost of Business & Management Fee Compensation

- A. Chartwells shall provide the Services hereunder on Cost of Business plus Management Fee basis, whereby Chartwells shall be reimbursed by University for Chartwells Costs of Business (as defined herein below), and shall receive a Management Fee (as defined herein below) for providing the Services. The University shall retain all proceeds of sales from the dining program and shall be responsible to reimburse Chartwells monthly for its Cost of Business, as well as incur all of the University's own costs of operation.
- B. Per the payment terms set forth below, the University shall reimburse Chartwells an amount equal to Chartwells' Cost of Business to provide the Services. Costs of Business shall be determined on an accrual basis and shall consist of the sum of the items outlined in <u>Schedule 1</u> to this Attachment.

For the purposes of clarity, the amortization and depreciation expense for the Pre-Opening Expenses, including the Additional Pre-Opening Expenses, Signing Bonus, and Capital Investment shall not be treated as a Cost of Business for purposes of billing to the University, and instead, such amounts shall be accrued, amortized and depreciated by Chartwells on its books on a below-the-line basis. Further, the costs associated with the Innovation Fund and other In-Kind Funds shall be recognized by Chartwells on its books on a below-the-line basis and not passed on to the University. However, should the Agreement be terminated early, the University shall remain liable for the repayment of any unamortized balance of such Pre-Opening Expenses, Additional Pre-Opening Expenses, Signing Bonus, and Capital Investment as set forth in the Financial Commitment provisions of the Agreement.

C. During the Term of this Agreement and subject to the provisions set forth in Article XIV below (performance metrics and management fee at risk), University shall pay Chartwells a monthly management fee that is equal to four percent (4%) of Net Sales for such month (the "Management Fee"). Within fifteen days of the end of each Fiscal Year (ending June 30th), the Parties shall perform a reconciliation of total Management Fee paid to Chartwells through the end of such Fiscal Year, against Net Sales for the same period (and at the end of each successive Fiscal Year during the Term). To the extent the calculation of Net Sales during the 12-month period results in an underpayment of the Management Fee due to Chartwells, the University shall pay to Chartwells any deficit between the amounts previously paid and any unpaid but earned Management Fee within thirty (30) days of such reconciliation. To the extent the calculation of Net Sales during the 12-month period results in an overpayment of the Management Fee due to Chartwells or in the receipt by University of an amount less than the Net Profit Guarantee (hereafter defined), Chartwells shall pay to the University any surplus between the amounts previously paid and the actual earned Management Fee and/or any deficit up to the Net Profit Guarantee amount within thirty (30) days of such reconciliation.

The term "Net Sales" shall mean all moneys from sales collected through operation of the Dining Service Facilities, whether by cash, check, credit card, debit card, meal plan payments and dining dollars, but excluding: (1) receipts from sales of meals to employees of Chartwells; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and, (6) taxes collected by Chartwells or any other vendor as required by governmental authorities.

With respect to sales made by subcontractors, Net Sales shall include only the portion of subcontractor Net Sales retained by Chartwells, and shall not include the portion of subcontractor Net Sales paid to or retained by the subcontractor.

To the extent that Chartwells meets all of the KPI provisions set forth below and retains the full Management Fee, Chartwells shall allocate 25% of the Management Fee paid to Chartwells (i.e. 1% of the 4% fee) towards an employee performance and reward fund.

III. Tax Exempt Bonds Compliance

The University and Chartwells acknowledge that this Agreement is intended to be a service agreement in which Chartwells operates the University's Dining Service Facilities in the Bond Financed Facilities. Accordingly, Chartwells agrees that it will not claim on any filing with the Internal Revenue Service any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Bond Financed Facilities, or take any other position in any filing with the Internal Revenue Service that is inconsistent with its role as a service provider to the University under this Agreement. Chartwells does not bear the risk of loss upon damage or destruction of the managed property (for example, due to force majeure). The University and Chartwells agree to ensure that throughout the Term: (i) no more than 20 percent of the voting power of the governing body of the University is vested in the directors, officers, shareholders, partners, members, and employees of Chartwells, in the aggregate; (ii) the governing body of the University does not include the chief executive officer (or a person with equivalent management responsibilities) of Chartwells or the chairperson (or equivalent executive) of Chartwells' governing body; and (iii) the chief executive officer of Chartwells is not the chief

executive officer of the University or any of the qualified user's related parties (within the meaning of section 1.150-1(b) of the Treasury Regulations). Chartwells and the University agree to make a good-faith effort to amend this Agreement, to the extent necessary, to ensure compliance with the Guidelines.

IV. Board Plans and Pricing

Prior to the March 1 of each year, the Parties shall coordinate and mutually agree upon the calendar start and end dates for Board Days, and pricing for Board Plan rates, casual meal rates, conference rates, and retail rates for the upcoming Fiscal Year. Solely for purposes of calculation of Chartwells' Management Fee at the end of each month of the Agreement, University will set the daily rates to be applied against amounts collected by University for the Board Plan for purposes of determining the calculation of Net Sales for such month. Notwithstanding the foregoing, for Year 1 of the Agreement, the Parties shall coordinate and mutually agree on meal plan rates and structures no later than May 1, 2022.

Board plans and prices for other Products and Services will increase in each subsequent year by an amount to be determined by the University, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or legislative mandates, any other levy or tax that impacts Chartwells' services, and variances between operating conditions as described by the University prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. If the changes in board rates and prices are less than the lesser of the increase in the Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU20100000000000 ("ECI"), the Consumer Price Index – Food Away From Home, or 4% over the prior year, then the Parties shall negotiate in good faith to modify the financial terms of this Agreement. It is further agreed that, with respect to national brands, pricing will be competitive with prices available in the community outside the University's campus, and price adjustments to such items will be permitted during the academic year.

V. Camps and Conferences Rates

Chartwells shall make available to the University tiers of food service offerings to appeal to the diverse and different needs of each camp and conference utilizing the campus during the summer months. The Parties will agree to the base rates for Year 1 no later than May 1, to be set forth in the Annual Plan document for Year 1. Each subsequent year, the camp and conference rate will be adjusted as directed by the University in its discretion.

VI. Catering

Chartwells shall provide catering services to the University on and off Premises as requested. Financial arrangements shall be negotiated by the Parties on an event-by-event basis, provided fees will be flat fees per person or per meal. Chartwells shall invoice the University weekly for the catering services and the University shall pay said invoice within thirty (30) days of receipt. Chartwells will not be responsible for third-party caterers use of food service equipment or facilities, including damages resulting from use of such facilities and equipment by third parties.

VII. Dining Dollars

The University, in partnership with Chartwells, agrees to encourage all students to use all Declining Balance Funds prior to the end of each Spring semester, as the University intends not to refund such Declining Balance Funds at the end of each Spring semester. Solely for purposes of calculating Chartwells' Management Fee, the Declining Balance Funds actually used by customers shall be included in Net Sales. The University shall retain all unused Declining Balance Funds.

VIII. Advance Payment

Prior to the commencement of each semester during the Term, the University shall pay to Chartwells a working capital fund, to be used for operating costs, in the amount equal to One Million (\$1,000,000) Dollars (the "Advanced Payment"). The Advanced Payment shall be paid to Chartwells no later than fourteen (14) days prior to the first day of classes of each semester. Chartwells shall deduct the Advanced Payment from Chartwells' final invoice immediately following the end of the semester. Any remaining amounts not credited to the final semester invoice will be carried forward and applied to subsequent invoices until the entire Advanced Payment amount is fully credited to the University.

IX. Payment Terms

Within fifteen (15) days of the end of a month, Chartwells shall invoice the University for (a) Chartwells' Cost of Business (after offsetting proceeds retained by Chartwells from retail and concession sales), and (b) the Management Fee earned during the previous month. Upon review and verification of all amounts reflected on such invoice, the University shall make payment of all undisputed amounts owed within thirty days following receipt of the invoice. For billing purposes, the billing period will end at midnight on the final calendar day of the month.

At a minimum, the following information shall be furnished on all invoices (invoices must include line item detail): (i) accounting period covered; (ii) total Cost of Business for the period covered; (iii) reimbursement requests for any miscellaneous costs that are not Cost of Business, including the specific item, purpose, justification and cost, (iv) proceeds from retail and concession sales retained by Chartwells, and (v) and the Management Fee due for such month.

All amounts due to Chartwells shall be paid within thirty (30) days of the invoice date or will be considered past-due. With the exception of invoices for catering, which may be paid by credit card, all payments to Chartwells will be made by Automated Clearing House (ACH). Past due amounts due to Chartwells will be subject, at Chartwells' option, to a service charge of up to 1.5% per month of the unpaid balance. All costs of collection of past due amounts, including, but not limited to, reasonable attorneys' fees and costs, shall be chargeable to and paid by the University.

In order to minimize the exchange of cash between the Parties on a monthly basis and to support Chartwells' cash position to cover its Cost of Business, the Parties agree that Chartwells shall collect and retain all proceeds from retail and concession sales and shall reflect such collected amounts from retail and concession as an offset/credit against the monthly Cost of Business billed.

X. Volume Allowances/Discounts

The University accepts that Chartwells or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at the University and that those discounts will accrue to Chartwells and/or Compass and will not be credited back to the University. Chartwells represents that these discounts arise from the overall purchasing program of Chartwells and Compass Group USA, Inc., and will share information on volume allowances it receives from its purchasing contracts (food, beverage, and supplies) for purchases made on behalf of University for internal financial review.

XI. Chartwells Financial Reporting Guidelines

- A. Chartwells shall provide a detailed Cost of Business and Net Sales statement, submitted monthly and a summary at the end of each year of the Agreement, identifying all sources of revenue by facility from where the sales were generated. The Cost of Business and Net Sales statements shall be accurately computed and submitted to the University by the 15th business day following the end of the calendar month. Chartwells shall provide complete records of the total amount of food served to students and the number of students served daily by meal shall be maintained and certified to be accurate by Chartwells upon request by the University. General ledger backup shall be available and provided to the University at its request. Chartwells' accounting system shall produce reliable and accurate Operating Statements. Chartwells shall accommodate all reasonable requests from the University for changes and additions to reporting formats.
- B. Chartwells shall comply with the requirements of the Gramm Leach Bliley Act (GLB) dealing with the confidentiality of customer information and the safeguards rule. Covered data and information include Student Financial Information, required to be protected under the GLB. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers.

XII. Revenue Management

A. Chartwells will have the right at Chartwells' expense to implement security measures and security systems as it deems necessary, including, but not limited to, employing a loss prevention manager on-site at the campus. The University agrees to cooperate with Chartwells in connection with Chartwells' implementation of such systems, including, but not limited to, providing permission for Chartwells to install equipment related to such systems at the Client's Premises. Chartwells shall be responsible for the security of monies and its personnel during collection. Losses due to theft or mis-appropriation resulting from intentional or negligent acts of Chartwells or its employees shall be the responsibility of Chartwells. Loss due to theft or mis-appropriation resulting from the intentional or negligent acts of the University or its employees shall be the responsibility of the University. Chartwells shall process all customer transactions involving a credit card or debit card using University owned POS systems. If Chartwells serves as the merchant of records, Chartwells shall be responsible for Payment Card Industry compliance with respect to its own tools and systems.

B. Chartwells shall make a good faith effort to collect all Accounts Receivable for third-party contractors and catering. Chartwells must provide the University an accounts receivable aging report, consisting of an itemized listing by customer of all outstanding Accounts Receivable by the 20th of each month. The University must be notified 30 days in advance of Chartwells' intent to write-off any uncollected accounts receivables as uncollectible.

XIII. Accounting and Budgeting

- A. Chartwells shall provide separate monthly operating statements and budget estimates by unit for the Residential Dining Services, Retail Dining Services, and Catering in accordance with a format agreed upon between the University and Chartwells. The Operating Year will consist of 12 Accounting Periods beginning on July 1st of each year and ending on June 30th of the following year, unless otherwise mutually agreed in writing. Operating Statements are to include the previous accounting period and year-to-date totals for each line item.
- B. By March 1 of each year, Chartwells shall submit to the University a preliminary annual budget for Dining Services operations for the next Fiscal Year. Chartwells' budgets shall not contain automatic inflation-based adjustments. Justifications of any proposed increases or decreases in prices or expenses shall be detailed in writing as part of the Annual Plan, tied to changes in the relevant price indices or market conditions, and subject to review by the University. This budget shall include the expected return to the University ("Anticipated University Net Revenue"). To the extent the financial assumptions set forth in Attachment C are met in such a manner so as not to cause any material changes which directly and materially impact Chartwells' or the University's profitability or ability to maintain Services as contemplated in this Agreement, Chartwells shall guarantee a minimum of 80% of Anticipated University Net Profit will be attained by University at the end of the Fiscal Year ("Net Profit Guarantee"). To the extent the financial assumptions set forth in Attachment C are not met, and the nature of such failure to meet the assumptions causes material changes which directly and materially impact Chartwells' or the University's profitability or ability to maintain Services as contemplated in this Agreement, Chartwells' inability to achieve the Net Profit Guarantee shall be excused in an amount proportional to the impact and the Parties shall meet and negotiate in good faith a mutually agreeable modified amount for the impacted Fiscal Year.
- C. Chartwells shall maintain separate cash and charge records for all cost units to include: Residential Dining Services, Retail Dining Services, Food Vending, Concessions, including Training Table, and Catering for each facility, including any off-campus business.

XIV. Performance Metrics & Chartwells' Management Fee at Risk

A. The University and Chartwells agree to establish a performance metrics program to allow the University and Chartwells to align annually on Key Performance Indicators ("KPIs") that will improve the dining program at the University. The initial set of KPIs will be mutually agreed upon prior to execution of this Agreement as provided below. KPIs may be adjusted only by mutual written agreement in the Annual Plan. The Parties agree there will be a minimum of four (4) KPIs and Chartwells will place 100% of the Management Fee paid by the University to Chartwells at risk associated with the total KPIs (each KPI to be assigned a sub-portion of the total amount at risk.)

- B. At the end of each Fiscal Year, the Parties shall evaluate Chartwell's productivity and service level performance against such KPI's. If the University determines in its reasonable discretion that Chartwells fails to meet an agreed-upon KPI target, Chartwells shall pay to the University, as a year-end performance penalty, the portion of the Management Fee associated with the failed KPI. All penalties are to be paid 30 days after the end of the Fiscal Year.
- C. For the initial set of KPIs, the University and Chartwells will meet and agree upon such KPI's by April 15, 2022 and will be incorporated and attached in an exhibit signed by both parties hereto.
- D. In addition, the Annual Plan for Year 1 shall be agreed upon no later than April 15, 2022, and will be incorporated and attached in an exhibit signed by both parties hereto.

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SCHEDULE 1

To Attachment B

Allowable Costs - Cost of Business

I. <u>COST OF BUSINESS</u>

"Cost of Business" shall include the direct and actual cost paid by Chartwells for the following allowable items, which are to be used exclusively for the provision of the Services to the University or University-approved third parties, unless otherwise mutually agreed by the Parties:

- (i) Actual cost to Chartwells for food, beverages, supplies, and other products for resale purchased and provided to University as part of the Dining Services.
- (ii) Paper supplies and disposable ware for use in the Dining Services.
- Salaries and wages for onsite employees, either on a full time or part time basis, including but not limited to overtime, vacation pay, holiday pay, severance pay, pension cost, approved bonuses (except as otherwise provided herein), sick pay, and other similar salaries and wages, provided such wages are consistent with wages paid for similarly situated positions across the industry. Chartwells shall not make any substantial change in the salaries or benefits of employees, except as may be required to comply with any applicable law, regulation, ordinance, or court order, without first consulting with the University.
- (iv) Any actual change in costs due to any of the following: (a) any increase in the rates of social security taxes or the federal or state unemployment taxes; (b) the imposition of any new federal, state, or local payroll based taxes; (c) an increase in the minimum wage rate; (d) the enactment of any "living wage" or similar laws by any governmental entity; or, (e) any increase in costs of employment benefits, whether as a result of a change in federal, state, or local laws or a federal, state or local legislative or regulatory mandate. Chartwells shall only charge back the actual change in costs from the date such change occurs, and insofar as Chartwells has provided support regarding its calculation of such changes in costs, verifying the reasons behind such adjustment.
- (v) A flat charge of 33.4% of gross payroll to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing, and costs imposed due changes in any federal, state or local law including regulatory or legislative mandates, and legal costs ("T&B Rate"). Chartwells will use reasonable efforts to provide support regarding its calculation of the T&B Rate. Starting in Year 2, Chartwells can provide, at the request of the University, an annual report reflecting the T&B Rate change applicable to the University, which report shall be based on actual costs incurred. The percentage allocation may be adjusted upward or downward with mutual written approval in the annual plan and based on data provided by either Party verifying the reasons and calculations behind such adjustment. Chartwells represents that the charge calculated hereunder is Chartwells' good faith estimate of the applicable actual costs to Chartwells solely for purpose of recovering those

costs, that the estimate does not contain elements of profit or other revenue in excess of the estimated costs, and that adjustments to the rate reflect both increases and decreases in the listed costs to Chartwells.

- (vi) Employee shift meals.
- (vii) Hiring costs and background checks for Chartwells' onsite employees.
- (viii) Temporary agency labor, where said use is agreed by the University.
- (ix) Employee training and recognition for on-site employees.
- (x) Employee relocation expenses for on-site employees, where such expenses are agreed to by the University.
- (xi) Uniforms.
- (xii) Time clock charges.
- (xiii) Employee attendance at seminars or conferences that benefit University (upon prior written approval by University).
- (xiv) Reasonable and approved travel expenses (upon prior written University advance approval).
- (xv) Laundry service.
- (xvi) Linens.
- (xvii) On-site office supplies (e.g., postage, paper, etc.).
- (xviii) Flowers and decorations.
- (xix) Printing.
- (xx) Smallwares replacement (e.g., china, glassware, cutlery, flatware and kitchen utensils.
- (xxi) On-Site Equipment rental and/or leases not provided by University.
- (xxii) Maintenance and repair for Chartwells and University Dining Services Equipment to the extent not completed by University and not necessitated due to negligence or damage caused by Chartwells or its subcontractors (to the extent not paid by the University and to the extent not required to be paid by Chartwells).
- (xxiii) Computers, software and equipment necessary for Chartwells' operations at the site, including associated maintenance costs.
- (xxiv) Hardware, leases, licenses and fees for customer facing technology.
- (xxv) Vehicles for food service (truck, van, golf carts).
- (xxvi) Gasoline and vehicle maintenance.
- (xxvii) Business and operating licenses and permits directly related to the Dining Services.
- (xxviii) Cleaning and sanitation services and supplies (to the extent not paid by the University).
- (xxix) Pest control (to the extent not paid by the University).
- (xxx) Electricity, gas, water and sewer service (to extent not paid by the University).
- (xxxi) Waste removal (trash, recycling, composting, grease removal).
- (xxxii) Cell phones and wireless charges for business use to the extent paid or reimbursed by Chartwells.
- (xxxiii) Marketing, promotions, merchandising and merchandising materials for the dining program.
- (xxxiv) License and permit costs for any ABC permits, license/inspection and any other permits or licenses.
- (xxxv) Inspection fees required by law or by the University.

- (xxxvi) Franchise fees, license fees, and/or commissions payable for University approved product concept/licensing Agreements, to include fees for assuming or replacing University-owned franchise agreements.
- (xxxvii) Credit card and bank card service and transaction fees incurred as part of the Services.
- (xxxviii) Courier and armored car service charges.
- (xxxix) Subcontracted services as approved by the University.
- (xl) A proportionate amount of insurance charges and premiums (e.g. liability, auto, workers comp) as required in the Agreement.
- (xli) Other costs to provide the Dining Services to the extent such costs are approved in writing by University prior to the incurrence thereof and not designated as Chartwells Overhead or costs to be paid by the University, including description of the specific item, purpose, justification and cost.

II. NON-BILLABLE COSTS

Chartwells shall not be entitled to bill the following items as a "Cost of Business" unless otherwise mutually agreed in writing between the parties:

- (i) Wages, salaries, benefits, and bonuses of home office employees and general, administrative, executive and management officers
- (ii) Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs
- (iii) Corporate or regional office accounting expenses, including costs of producing corporate financial reports
- (iv) Damages incurred and/or amounts paid for repairs or replacement of equipment as the result of the negligent or grossly negligent acts or omission of Chartwells' employees
- (v) Money or other property that is lost or stolen if such loss or theft is the result of Chartwells' negligence
- (vi) Inventory interest or carrying cost
- (vii) Home Office or Outside Counsel Legal expenses (except for specialist legal services pertaining to liquor licensing for services at the University to the extent such fees are in line with regional standards)
- (viii) All corporate taxes (except employer/payroll tax and sales tax directly associated with Chartwells' onsite services)
- (ix) Expenses associated with the amortization of Pre-Opening Expenses, Additional Pre-Opening Expenses, Signing Bonus and Capital Investment (except for unamortized balances should early termination occur), and accruals for Innovation and In-Kind Funds
- (x) Chartwells employee parking permits
- (xi) Equipment shared with other Chartwells accounts or used for non-University purposes.
- (xii) Any other corporate overhead and administrative charges not directly associated with the provision of the Dining Services to University.

Agreement Number

AGREEMENT FOR

Management of Dining Services

WITH

Chartwells Higher Education

ATTACHMENT C – FINANCIAL COMMITTMENT

CONSENT - BAHR TAB 4 Page 66

ATTACHMENT C

Financial Commitment

A. Pre-Opening/Transition Expenses

- 1. Chartwells agrees to fund Pre-Opening Expenses in an amount not to exceed seven hundred fifty thousand (\$750,000) Dollars ("Pre-Opening Expenses") plus an additional two-hundred fifty thousand dollars (\$250,000) ("Additional Pre-Opening Expenses") to support improvements to the University's Dining Services program. "Pre-Opening Expenses" include, but are not limited to, meals and lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, crew training, and Operating Charges related to preparing for, and commencing performance of the Services.
- 2. The Pre-Opening Expenses and Additional Pre-Opening Expenses will be amortized on a straight-line basis from May 15, 2022 through May 14, 2027. The amortization will not be charged to the University as a direct expense or a Cost of Business.
- 3. The University shall hold title to all such equipment (with the exception of those items that bear the name Chartwells, its logo, or any of its service logo marks or trademarks or any logo, service marks or trademarks of a third party).
- 4. Upon expiration or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of any portion of the Pre-Opening Expenses, the University shall pay Chartwells for the unamortized portion of the Pre-Opening Expenses within thirty (30) days of expiration or termination of the Agreement, provided, however, that University shall not be required to pay for the unamortized portion of the Additional Pre-Opening Expenses except in case of a breach of Agreement by the University or termination of the Agreement by the University prior to May 14, 2027.

B. <u>Capital Investment</u>

Chartwells will provide an investment towards the University dining service program to fund capital improvements to the Premises as described in the table below in the aggregate amount of Six Million Dollars (\$6,000,000) (the "Capital Investment"). The Capital Investment will be amortized on a straight-line basis during the periods as set forth in the table below. The University shall hold title to items procured using the Capital Investment. If the Agreement expires or is terminated for any reason prior to the full amortization of the Capital Investment, the University is liable for and promises to pay to Chartwells the unamortized portion of the Capital Investment immediately upon termination or expiration, after offsetting any amounts not yet dispersed.

Building Name	Description	Disbursement Date	Amount	Amortization Period
Student Union Building	Boise River Café/Food Court	Summer 2022	\$919,000	May 2022 through May 2027
Student Union Building	Food Court	Summer 2024	\$1,633,501	May 2022 through May 2027
Interactive Learning Center	Food Court Market	Summer 2022	\$370,000	May 2022 through May 2027
Interactive Learning Center	Food Court	Summer 2023	\$1,301,500	May 2022 through May 2027
College of Business	Brew Bike	Summer 2022	\$30,000	May 2022 through May 2027
Chaffee Hall	Market	Summer 2022	\$150,000	May 2022 through May 2027
Honors College/Sawtooth Hall	SouthFork Market	Summer 2022	\$430,000	May 2022 through May 2027
Albertson's Stadium	Concessions	Summer 2022	\$80,000	May 2022 through May 2027
Arena	Concessions	Summer 2022	\$80,000	May 2022 through May 2027
Morrison Center	Concessions	Summer 2022	\$50,000	May 2022 through May 2027
Dining Halls/Catering	Smallwares	Summer 2022	\$250,000	May 2022 through May 2027
Technology		Summer 2022	\$705,999	May 2022 through May 2027
TOTAL			\$6,000,000	

The Capital Investment Funds listed above are preliminary proposals as of the Effective Date and specific projects and allocations shall be expended for purposes to be mutually agreed upon by the Parties.

C. <u>Value Added Service - Annual In-Kind Contribution</u>

Each year the Agreement remains in effect, and provided that a notice of termination has not been provided by either Party, and further provided that the University is not in breach of its obligations

and the financial assumptions hold true in such a manner so as not to cause any material changes which directly impact Chartwell's or the University's profitability or ability to maintain Services as contemplated in this Agreement, Chartwells shall provide, at no cost to the University, the following in-kind contributions and support each academic year during the Term. Notwithstanding the foregoing, to the extent the financial assumptions set forth in Attachment C are not met, and the nature of such failure to meet the assumptions causes material changes which directly and materially impact Chartwells' ability to provide such contributions, then the Parties shall meet and negotiate in good faith a mutually agreeable modified amount for the impacted Fiscal Year. Except as specifically indicated below, such services will be provided in-kind, have no cash value, and unused amounts expire at the end of the spring semester.

Added Service	Dollar Value	Cash Donation or Retail Value
Boise State Swipe Out of Hunger Fund	\$16,060, subject to 3% annual escalator	Retail Value
Food Pantry Donation	\$5,000	Cash Value
Presidential Catering Fund	\$15,000	Retail Value
Sustainability Fund	\$10,000	Cash Value
Student Scholarships	\$10,000	Cash Value
What's Next Initiative / Lyle Smith Society Donation	\$25,000	Cash Value

The Boise State Swipe Out of Hunger Fund and Presidential Catering Fund will not accrue evenly each month but will be made available August 1 of each contract year and available for usage at the University's discretion through the end of that contract year; provided, however, any funds not utilized by the end of that contract year will not carry over to the following year and will be forfeited. All cash donations (Food Pantry Donation, Sustainability Fund, Student Scholarships, and What's Next Initiative / Lyle Smith Society Donation) shall accrue evenly each month throughout the year and be paid out annually in August. An annual reconciliation of the prior year In-Kind Funds will be performed no later than the 31st of July in each contract year.

D. <u>Signing Bonus</u>

Chartwells shall provide a one-time signing bonus of Five Hundred Thousand Dollars (\$500,000) to the University upon execution of this Agreement ("Signing Bonus"). The Signing Bonus will be amortized on a straight-line basis from May 15, 2022, through May 14, 2032. The amortization will not be charged to the University as a direct expense or as a Cost of Business. Upon expiration or termination of this Agreement by either Party for any reason whatsoever prior

to the complete amortization of the Signing Bonus, the University shall pay Chartwells the unamortized portion of the Signing Bonus within thirty (30) days of expiration or termination of the Agreement.

E. Employee Signing Bonus Fund

In an effort to recruit and retain employees for the University's Dining Services program, Chartwells shall allocate a one-time payment of Two Hundred Fifty Thousand (\$250,000) Dollars towards employee signing bonuses for employees selected by Chartwells. This fund is provided by Chartwells at no cost to the University. Chartwells will not invoice or charge the Employee Signing Fund to the University as a Cost of Business.

F. Innovation Fund

In years two through four of this Agreement, and provided that notice of termination of this Agreement has not been provided by either Party during the applicable Fiscal Year, as set forth below, Chartwells shall contribute to an Innovation Fund to be used for ongoing program improvements and innovations to the dining service program in the annual amount of 0.25% of Net Sales for Year 2, 0.5% of Net Sales for Year 3, and 0.75% of Net Sales for Year 4 (the "Innovation Fund"). Chartwells shall contribute to the Innovation Fund on a monthly basis based on projected annual Net Sales. All expenditures from the Innovation Fund shall be mutually agreed upon by the Parties. Annual contributions not used by the end of each year will roll over to the next year. An annual reconciliation of the Innovation Fund will be performed no later than the 15th of August each year, initiated and submitted for review by Chartwells, after the Innovation Fund is commenced. These funds may be reallocated to other food service program needs by mutual consent to avoid a material surplus being accrued every year from which neither Party benefits. In the event the Innovation Fund is exhausted during any year, Chartwells shall have no further obligation to fund the Innovation Fund during that year. In the event of expiration or termination of this Agreement, the University will retain any accrued and unspent amount, and Chartwells shall have no further obligation with respect to the Innovation Fund as of the expiration or termination date.

The Innovation Fund is provided by Chartwells at no cost to the University. Chartwells will not invoice or charge the Innovation Fund to the University as a Cost of Business.

G. <u>Program and Financial Assumptions.</u>

- The Agreement life will have an initial five (5) year term, with the option to extend the Agreement for five additional annual terms by mutual written agreement.
- There is an initial overhang amount of unamortized Signing Bonus of \$250,000 upon expiration of the initial five (5) year term.
- Unless exempt by University Dining Services, all residential students residing in
 housing either designated as first-year housing by the University or without an inunit kitchen are required to purchase a meal plan.

- Meal plan pricing to students will have a minimal increase up to an average of no more than 6.0% in Year 1 and will increase in each subsequent year by an amount to be negotiated as stated in Attachment B, Section IV.
- Annual retail pricing increases will be mutually agreed upon by the Parties and consistent with corresponding increases in CPI/ECI percentages.
- Fall board operating days are assumed at 112. Spring board operating days are assumed at 111, for a total of 223 days.
- Blended meal plan participation rate is 66% in Year 1.
- Mandatory meal plan enrollment is assumed at 2100 for Year 1. Chartwells assumes a spring attrition rate of 4%.
- An additional 280 meal plans to be added Fall 2025.
- Chartwells' cost per meal in Year 1 will be between \$3.05 and \$3.20, subject to mutual consent of the Parties on meal plans.
- Chartwells' Management Fee will be calculated at 4% of total net sales, with 100% of such fee considered earned only if mutually determined program KPI's are met. In no circumstance will the Management Fee exceed 4% of total net sales.
- Pre-payment of the Board plan in the amount of \$1,000,000 (one million dollars) per semester as provided in the Agreement.
- 33.4% blended Taxes and Benefits rate for Salaried, Hourly, and Student associates.
- Operation at post-pandemic levels, not current levels. Wages are estimates based on data currently available.

Agreement Number:

AGREEMENT FOR

Management of Dining Services

WITH

Chartwells Higher Education

ATTACHMENT D – HOURS OF OPERATION

ATTACHMENT D

Hours of Operations

Chartwells shall prepare and furnish food for service at the locations and times indicated in the table below for the 2022/23 Fall and Spring semesters. The hours of service for future years, including summer term 2023, will be determined by mutual agreement as part of the annual planning process. Hours of operations may be altered from time to time upon mutual agreement of the Parties.

Location	<u>Monday – Friday</u>	Saturday – Sunday
Tree City (Union)	9AM – 7PM *Friday 10AM – 5PM	CLOSED
Chick-fil-A (Union)	11AM – 7PM	11AM – 7PM Saturday CLOSED Sunday
Subway (Union)	11AM – 7PM *Friday 10AM – 5PM	11AM – 7PM
Starbucks (Union)	7:30AM – 7PM	8AM - 5PM
Moe's Southwestern Grill (Union)	10AM – 7PM *Friday 10AM – 5PM	10AM – 5PM Saturday CLOSED Sunday
Einstein Bros. Bagels (ILC)	7AM – 7PM *Friday 7AM – 3PM	CLOSED
Panda Express (ILC)	10AM – 7PM *Friday 10AM – 3PM	CLOSED
Papa John's (ILC)	10AM – 7PM *Friday 10AM – 3PM	CLOSED
Grille Works (ILC)	10AM – 7PM *Friday 10AM – 3PM	CLOSED
P.O.D. (ILC)	7:30AM – 6PM *Friday 7:30AM – 4PM	CLOSED
P.O.D. (Union)	7AM – 10PM	24 hours
P.O.D. (Towers)	24 hours	24 hours

P.O.D. (Chaffee)	5PM – 1AM	5PM – 1AM
P.O.D. (Clearwater Suites)	24 hours	24 hours
P.O.D. (Honor's College)	24 hours	24 hours
Guru Donuts (Library)	10AM – 7PM *Friday 10AM – 5PM	CLOSED
Urban Fox	10AM – 7PM *Friday 10AM – 5PM	CLOSED
Paddles Up Poke (Educ. Bldg.)	10AM – 7PM *Friday 10 AM – 5PM	CLOSED
Poppy Seed Café (College of Business)	10AM – 7PM *Friday 10AM – 2PM	CLOSED

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<u>ATTACHMENT E</u>

BOISE STATE UNIVERSITY STANDARD TERMS AND CONDITIONS FOR CLOUD SERVICES

These Boise State University Standard Terms and Conditions for Cloud Services ("Cloud Terms") are incorporated in the attached agreement (the "Agreement") as if fully set forth therein. To the extent any provisions of the Agreement conflict with any provisions of these Cloud Terms, the provisions of the Cloud Terms will control. References to this Agreement include the foregoing Agreement and these Cloud Terms. For purposes of these Cloud Terms, "University" shall mean Boise State University and the term "Contractor" shall mean the entity contracting with the University in the foregoing Agreement.

1. Definitions:

- A. Data Breach Any unauthorized access to or acquisition of Non-Public University Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public University Data, or the ability of the University to access the Non-Public University Data.
- B. Non-Public University Data University Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the University because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public University Data includes, but is not limited to, Personal University Data.
- C. Personal University Data University Data alone or in combination with other data that includes information relating to an individual that identifies the individual by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record. Personal University Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financia account information, including account number, credit or debit card numbers;; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- D. Service The performance of the specifications and requirements described in the Agreement.
- E. Security Incident The unauthorized access to the Contractor's network that the Contractor reasonably determines could result in the use, disclosure or theft of the University's Non-Public University Data within the possession or control of the Contractor. A Security Incident also includes a security breach to the Contractor's system which houses University's Non-Public University Data, regardless if Contractor is aware of unauthorized access to the University's Non-Public University Data. A Security Incident may or may not turn into a Data Breach.
- F. University Data All information and data developed, documented, derived, stored, installed or furnished by the University under the Agreement, including all data related to records owned by the University.

- **2. Data Access Controls:** Contractor will provide access to University Data only to those Contractor employees and subcontractors who need to access the University Data to fulfill Contractor's obligations under the Agreement.
- **3. Operations Management:** Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Service in a manner that is, at all times during the term of the Agreement, at a level equal to those specified in the Agreement.
- **4. Data Ownership:** The University owns and retains full right and title, and unrestricted access to University Data. Contractor shall serve in the role of a processor or service provider (as defined by applicable data privacy laws) and shall not collect, access, or use University Data except as required to perform the services contemplated by the Agreement or expressly allowed by the terms of the Agreement, or at the University's written request.
- 5. Service Failure or Damage: In the event of Service failure or damage caused by Contractor or its Service, the Contractor agrees to use commercially reasonable best efforts to restore the Service within twenty-four (24) hours after failure or damage is sustained, unless otherwise specified in the Agreement, or agreed to in writing by the University.
- **6. Title to Product:** If access to the Service requires an application program interface (API), Contractor shall provide a license to the University to use the API for the duration of the Agreement.
- 7. Data Privacy: The Contractor must comply with all applicable United States laws related to data privacy and security, specific to the type(s) of Data and as otherwise specified in the Agreement, which may include, but is not limited to the IRS Pub 1075, PCI, and FERPA.
- 8. Student Educational Records: Student education records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (FERPA). If the agreement contains a scope of work or any provision that requires or permits Contractor to access or release any student records, then for purposes of this agreement only, University designates Contractor as a "school official" for the University under FERPA, as that term is used in FERPA and its implementing regulations. As such, Contractor will comply with FERPA and will not make any disclosure of University students' educational records to third parties without prior notice to, and consent from, University, or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Contractor or its employees or agents must

serve a legitimate educational purpose. If Contractor has knowledge that Contractor violates this section, Contractor will immediately provide notice of the violation to the University.

- **9. Warranty**: In addition to any other requirements for warranties elsewhere in the Agreement, the Contractor warrants the following:
 - A. The Contractor will not interfere with the University's access to and use of the licenses under the Agreement.
 - B. The Service(s) provided by the Contractor are compatible with and will operate successfully with the environment specified in the Agreement.
 - C. Contractor will use for the term of the Agreement current industry standard security measures to prevent from entry, detect within and remove from the Service malicious software.
- **10.Data Protection:** The Contractor shall safeguard the confidentiality, integrity and availability of University Data and comply with the following conditions:
 - A. All Non-Public University Data shall be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Agreement, the Contractor is responsible for encryption of the Non-Public University Data. All encryption shall be consistent with validated cryptography standards such as the current standards in FIPS 140-2, Security Requirements for Cryptographic Modules, or the then-current NIST recommendation.
 - B. The University shall identify University Data it deems as Non-Public University Data to the Contractor. The level of protection and encryption for all Non-Public University Data shall be identified in the Agreement.
 - C. At no time shall any University Data be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the University.
 - D. The Contractor shall not use any University Data collected in connection with the Service Provided under the Agreement for any purpose other than fulfilling the Service.
 - E. Data Location: The Contractor shall provide its Service to the University and its end users solely from data centers within the United States; and storage of University Data at rest shall be located solely in data centers within the United States. The Contractor shall not allow its personnel or subcontractors to store University Data on portable devices, except for devices that are used and kept only at its U.S. data centers. Each data center used by the Contractor to support the Agreement must be within a physical security perimeter to prevent unauthorized access, and physical entry controls must be in place so that only authorized personnel have access to University Data and University-written applications.
 - F. The Contractor shall permit Contractor Staff to access University Data remotely only as required to provide the Service or technical support.

- 11. Shared Security Responsibilities: The Contractor and the University agree that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The University is responsible for the password security practices of its users, its operating system, firewalls and other logs captured within the operating system. If there are other shared responsibilities, they must be identified within the Agreement.
- 12. Security Incident and Data Breach Responsibilities: In the event of a Security Incident or Data Breach, the Contractor shall:
 - A. Notify the University-designated contact(s) by telephone within seventy-two (72 hours), unless shorter time is required by applicable law, if the Contractor has confirmed that there is, or the Contractor reasonably believes that there has been, a Security Incident or Data Breach. The Contractor shall (1) immediately quarantine all University Data from external access, (2) investigate and resolve the Security Incident or Data Breach and keep University responsibly informed of such measures, (3) promptly implement remedial measures, if necessary, (4) (for a Data Breach) identify to the University, if the following is known by the Contractor, the persons affected, their identities, and the University Data disclosed, and (5) document responsive actions taken related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Service, if necessary.
 - B. Insurance. The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

(a) Commercial General Liability

1. Each Occurrence \$1,000,000
2. Products/Completed Operations \$1,000,000
3. Personal and Advertising Injury \$1,000,000
4. General Aggregate \$2,000,000

(b) Cyber Security Liability Insurance with limits not less than \$2,000,000/occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this Agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement. Contractor will use commercially reasonable efforts to provide such Cyber Security Insurance but, due to limited availability in the market, Contractor may self-insure such risk instead, upon notice to the University of an inability

to obtain such coverage upon commercially reasonable terms.

- (c) Workers' Compensation and Employer's Liability: As required under state law.
- C. Incident Response: The Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise. Contractor shall discuss Security Incidents with the University on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon between the University and the Contractor in writing, defined by law or as delineated in the Agreement.
- 13. Notification of Legal Requests: The Contractor shall contact the University upon receipt of any subpoena, legal request, electronic discovery, litigation hold, discovery search and expert testimonies related to University Data under the Agreement, or which in any way might reasonably require access to University Data.
- 14. Background Checks and Security Awareness: Upon the request of the University, the Contractor shall obtain criminal background checks for Contractor Staff that the Contractor intends to allow access to University Data. The Contractor shall promote and maintain an awareness of the importance of securing the University's information among the Contractor's employees and agents.
- **15.Data Center Audit:** The Contractor shall have an independent audit of its data centers at least annually at its expense, or utilize a third-party data center which undergoes such an audit. Upon written request from the University, Contractor shall provide a Service Organization Control (SOC) 2 audit report, or, the University may, in its sole discretion, approve another audit type upon Contractor request.
- **16.**Change Control and Advance Notice: Contractor must provide updates to the University at no additional cost when Contractor makes updates to the Service generally available to its users. No update or other change to the Service may intentionally decrease or otherwise negatively impact the Service's functionality or adversely affect the University's use of or access to the Service. If an update inadvertently negatively impacts the University, Contractor will use commercially reasonable best efforts to remedy the issue.
- **17. Responsibilities and Uptime Guarantee:** The Service shall be scheduled to be available twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year (excepting reasonable downtime for maintenance) with 99% uptime.

18. Transition, Transfer Assistance Termination or Suspension:

A. The University shall have the right to require Contractor to export all or portions of University Data at its discretion from the Contractor's system to the University System at any time during the term of the Agreement, upon reasonable prior written notice. This includes the ability for the University to direct Contractor to export

- University Data to other entities. In such event, Contractor shall make all reasonable business efforts to transmit the University Data as requested. However, Contractor does not warrant or guarantee the ability of recipient's system to be able to access the exported data with the recipient's systems.
- B. The Contractor shall reasonably cooperate with any University authorized entity for the transfer of University Data to the University upon termination or expiration of the Agreement. The Contractor must transfer University Data or allow the University to extract University Data, at no additional cost to the University in a .csv format, and the University Data must be unencrypted.
- C. The return of University Data shall occur no later than sixty (60) calendar days after termination or expiration of the Contact; or within another timeframe as agreed to in writing by the parties. Contractor shall facilitate the University's extraction of University Data by providing the University with all necessary access and tools for extraction, at no additional cost to the University.
- D. In the event of termination or expiration of the Agreement, the Contractor shall not take any action to intentionally erase University Data for a period of sixty (60) calendar days after the effective date of termination or expiration. After such period, the Contractor shall have no obligation to maintain or provide any University Data and shall thereafter, unless legally prohibited, delete all University Data within its systems or otherwise in its possession or under its control, unless otherwise instructed by the University or as required to be retained by court order or by Applicable Law. University Data shall be permanently deleted and shall not be recoverable in accordance with National Institute of Standards and Technology (NIST)- approved methods. Certificates of destruction shall be provided to the University upon request, to be available no later than ninety (90) calendar days after termination or expiration of the Agreement.
- E. The Contractor must maintain the confidentiality and security of University Data during any transition or transfer and thereafter for as long as the Contractor possesses University Data.
- 19. Access to Security Logs and Reports: Upon written request, unless specified otherwise in the Agreement, the Contractor shall provide the University with latency statistics, system performance statistics, user access logs, user access IP address, user access history, security logs and event logs for all University Data.

CONSENT APRIL 20, 2022

BOISE STATE UNIVERSITY

SUBJECT

General Awareness and Recruitment Marketing Campaign

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a Idaho Code § 67-9225

BACKGROUND/DISCUSSION

Last fall, the university issued a request for proposals (RFP) to produce a long-term brand awareness and recruitment marketing campaign. The goals of the campaign are to inform Idahoans of the value proposition of higher education to impact the go-on rate, to recruit prospective students, and to build affinity for higher education and the university. Twelve agencies submitted bids and following a thorough evaluation process, Simpson Scarborough was selected because of their significant higher ed experience, data-driven, strategic approach, and quality of creative deliverables. This will be the first dedicated enterprise-level branding and marketing campaign for Boise State. University departments will have an opportunity to retain Simpson Scarborough for specific campaigns, initiatives or programs with the goal of creating consistency in marketing and advertising across the institution.

Boise State is requesting approval to award the RFP on the terms and conditions stated in the RFP, together with Simpson Scarborough's proposal. A redacted proposal is provided, as the Proposer has asserted certain trade secrets protected by law from public disclosure. The RFP is for one year of services with an estimated budget of \$600,000 for the first year. The RFP may be extended for additional one-year periods at the university's option, which would provide for an estimated budget of \$2.4 million over the entire four years. It is anticipated future campaigns may also utilize these services for additional campaigns, as appropriate. Approval of this proposal will ensure that Boise State University can recruit prospective students and maintain a continuous presence in the marketplace. Upon approval, Boise State will issue a Purchase Order and formal award to Simpson Scarborough.

IMPACT

The annual estimated budget provided for the first year of the campaign is \$600,000. Assuming all renewal options are exercised, the university anticipates expenditures of approximately \$2.4 million over the entire four-year period, with additional expenditures possible if future campaigns elect to utilize the services procured under this RFP. A majority of this fee will go directly to paid media placements. The source of funds is local.

CONSENT - BAHR TAB 5 Page 1

CONSENT APRIL 20, 2022

ATTACHMENTS

Attachment 1 – Request for Proposal RFP #KK22-119

Attachment 2 – Redacted Simpson Scarborough Proposal

STAFF COMMENTS AND RECOMMENDATIONS

In 2021, Idaho State University, on behalf of the four-year institutions received approval to enter into an agreement with Mitchell + Palmer, a Boise-based advertising agency, to create and implement a statewide higher education campaign. The primary deliverable of the campaign was the implementation of a statewide outreach strategy focused on marketing Idaho's four-year institutions to raise awareness about the value of higher education. It is a State Board of Education-branded marketing campaign driven by the Presidents Leadership Council that amplifies higher education before and during the legislative session.

This request is for a Boise State-specific campaign promoting the goals and objectives in Boise State's strategic plan through marketing and paid media. Each institution has its own marketing plans in addition to the systemwide effort.

BOARD ACTION

I move to approve the request by Boise State University to award its RFP for its marketing campaign to Simpson Scarborough for an amount not to exceed \$2.4 million

Moved by	Seconded by	C	Carried Ye	es	No
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CONSENT - BAHR TAB 5 Page 2



REQUEST FOR PROPOSAL

RFP #KK22-119

General Awareness and Recruitment Marketing Campaign

Issue Date: Oct 8, 2021

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1. Administrative & Background Information

1.1 RFP Administrative Information

RFP Title:	RFP #KK22-119, General Awareness and Recruitment Marketing Campaign
RFP Lead contact information:	Kristen King 1910 University Dr, MS-1210 Boise, ID 83725-1210 kristenking@boisestate.edu Phone: (208) 426-1802
Submit emailed Proposal: Attachment limitations are up to 25 MB.	solicitation@boisestate.edu Note: If you need to send multiple emails due to size of
If you have more than one attachment, they can't add up to more than 25 MB. If your file is greater than 25 MB, Gmail automatically adds a Google Drive link in the email instead of including it as an attachment.	attachments, please include numbering in the subject. i.e., 1 of 5, while also numbering each attachment.
University Purchasing Dept. website (all RFP information and updates will be posted here):	https://www.boisestate.edu/vpfa-p2p/vendor-supplier-information-for-businesses/
Optional Pre-Proposal Conference:	October 18, 2021, 1:00 pm – 2:00 pm Mountain Time
Location:	Zoom meeting (Details will be provided upon RSVP)
Deadline to Receive Questions:	October 22, 2021, 5pm Mountain Time
Anticipated Release of Answers to Questions:	On or around October 27, 2021 https://www.boisestate.edu/vpfa-p2p/vendor-supplier-information-for-businesses/
RFP Closing Date:	November 8, 2021 at 5pm Mountain Time - Late responses will not be accepted. November 15, 2021 at 11:59 pm MST
RFP Opening Date:	10:30 a.m. Mountain Time in the Purchasing Department on the first work day following the Closing Date.
Live Zoom Presentations:	To be scheduled at a later date for Offerors from whom a presentation is requested.

Validity of Proposal:	Proposals are to remain valid for one hundred eighty (180) calendar days after the scheduled RFP Closing Date. Proposals submitted with a validity period of less than this will be found non-responsive and will not be considered.
Initial Term of Contract and Renewals:	Initial term of the Contract will be for: One year with the option for 3 one-year renewals, contingent on Idaho State Board of Education approval.

1.2 Boise State University Overview

Boise State University ("University"), a public, higher-educational institution, is the largest university in Idaho with 24,103 students. The University offers studies in nearly 200 fields of interest. Undergraduate, graduate, doctoral and technical programs are available in seven colleges: Arts and Sciences, Business and Economics, Education, Engineering, Graduate Studies, Health Sciences, and School of Public Service. More information is available at the Boise State News link found in **Appendix A**.

1.3 Scope of Purchase and Executive Summary

- 1.3.1 Boise State University is soliciting proposals from qualified suppliers to create and implement a comprehensive suite of marketing deliverables to influence brand affinity and to amplify brand awareness. A successful proposal will share examples of previous work that shows a comprehensive approach for aligning an original marketing concept with an existing higher education brand.
- 1.3.2 Boise State's emerging brand platform is anchored by the tagline: "Boldly Blue. Proudly Innovating. This is Blue Turf Thinking." The platform is designed to amplify Boise State's innovation strengths and creativity across all audiences and all constituent groups. The platform provides a lens through which audiences can see Boise State's momentum as a university and how the trajectory aligns with a story of innovation and doing things as they've never been done before. "Blue Turf Thinking" is a mindset unique to the Boise State experience.
- 1.3.3 We are looking for a creative partner to work in close collaboration with the Office of Communications and Marketing (OCM) to create a new institutional spot, content for digital advertising, out-of-home marketing, media buying and the further development of "This is Blue Turf Thinking" as a brand platform. Successful deliverables will seamlessly match Boise State's defined brand guidelines and identity standards and bring a new concept for amplifying the brand platform.

- 1.3.4 The proposal should include portfolio examples of previous creative work from concept to delivery. Examples should display strong storytelling capabilities, high video production values and brand-aligned digital assets. Did the work influence affinity toward a brand? Share with us how the work achieved results and a solid return on investment. We are seeking a trusted agency partner who values the power of storytelling, creativity and innovation and can deliver best-in-class customer service. Experience within higher education is strongly preferred.
- 1.3.5 The proposed contract for services is for one year and a budget of \$600,000. The \$600,000 is to cover all costs for creative development, ad placement and media buys. After the initial one-year agreement, Boise State may ask to extend the services for an additional year upon mutual agreement.
- 1.4 Scope of Work & Project Deliverables Describe the structure and approach for delivery and management of the following:
 - 1.4.1 **VIDEO** One :30 spot and 5 additional format videos using the same content. The budget should include music licensing, all aspects of the video production, technical support, producing, scripting and voice talent (if needed). Boise State will provide on-camera talent.
 - 1.4.2 **DIGITAL ASSETS** Development of Google ads, display ads, social media assets, etc. in support of the campaign.
 - 1.4.3 **OUT-OF-HOME** Billboard placements in Idaho and/or key regions for enrollment.
 - 1.4.4 MEDIA BUYING Best-in-class media mix based on specific audience segments. OTT advertising on Sling, Roku, YouTube, Google ads, display ads, etc. Ongoing for a one-year period, but with an emphasis on fall and spring to help drive enrollment and brand recognition at key times during the academic cycle.
 - 1.4.5 **BRAND PLATFORM DEVELOPMENT** Work with the Office of Communications and Marketing to build and further define the brand platform. The deliverable could include a campaign guidelines book with assets that OCM can share on a brand guidelines website.

2. Process Requirements

- 2.1 An optional pre-proposal conference will be held at the location and time as indicated in Section 1.1 of this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate by attending a zoom meeting. In order to receive meeting details, those choosing to participate must pre-register via email to the RFP Lead, with the name and contact information of all participants. This conference will be used to explain, clarify, or identify areas of concern in the RFP. Any oral answers given by the University during the pre-proposal conference are unofficial, and will not be binding on the University.
- **Questions:** Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated "Deadline to Receive Questions" period as indicated in Section 1.1 of this RFP. For simplicity's sake, Offerors are strongly encouraged to submit just one, final set of questions, after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial.
- 2.3 All questions must be submitted to the RFP Lead by the date and time noted in Section 1.1. Questions must be submitted using Attachment 2, "Offeror Questions," via email to the RFP Lead at the email address listed in Section 1.1 for the RFP Lead. Official answers to all questions will be posted on the University Purchasing Dept's website (link found on Appendix C) as an amendment as indicated in Section 1.1, of this RFP.
- Questions regarding Boise State University Standard Contract Terms and Conditions, and Boise State University "Solicitation Instructions to Vendors" (link found on Appendix A) as may be amended from time to time, and incorporated in this RFP by reference (collectively, the Terms and Conditions") must be submitted by the deadline to receive questions from the Offeror as stated in Section 1.1. The University will not negotiate these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:
 - 2.4.1 The term or condition in question;
 - 2.4.2 The rationale for the specific requirement being unacceptable to the Offeror (define the deficiency);
 - 2.4.3 Recommended verbiage for the University's consideration that is consistent in content, context, and form with the University's requirement that is being questioned; and
 - 2.4.4 Explanation of how the University's acceptance of the recommended verbiage is fair and equitable to both the University and the Offeror.
- 2.5 All terms should be reviewed carefully by each prospective Offeror as the successful

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Offeror is expected to comply with those terms and conditions, as may be amended in accordance with Sections 2.4 and 3.13 hereof.

- 2.6 The apparent successful Offeror will be asked to engage in discussions to finalize the agreement. Such discussions will include discussion of the legal terms and conditions, including any additional agreements submitted by the Offeror as required by Section 3.12 and any proposed modifications to the Terms and Conditions, submitted in accordance with Section 2.4 during the question and answer period. Should the apparent successful Offeror and the University fail to reach an agreement within a reasonable timeframe, the University may elect to end the discussion with the top scoring Offeror and begin a discussion with the Offeror whose response ranked second. Upon successful completion of the discussions, the winning Offeror will be required to execute a contract with the University, and immediately begin preparations to undertake its requirements.
- 2.7 In response to questions regarding the Terms and Conditions, the University will, in its sole discretion (i) accept the proposed modification or a proposed alternative as an amendment to the RFP, or (ii) reserve the question to be negotiated in accordance with Section 2.6 hereof.
- 2.8 Proposals received that qualify the offer based upon the University accepting other terms and conditions not found in the RFP or which take exception to the University's terms and conditions will be found non-responsive, and no further consideration of the Proposal will be given.
- 2.9 Any Offeror-proposed modifications will be incorporated into the Contract only if specifically accepted by University in an amendment to the RFP or otherwise as expressly accepted in writing by the University.
- 2.10 From the date of release of this RFP until Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP Lead, only. Regarding this RFP, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective Offeror shall approach personnel employed by, or under Contract to the University, on any other related matters. An exception to this restriction will be made for Offerors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the University. Violation of these conditions may be considered sufficient cause by the University to reject an Offeror's Proposal, irrespective of any other consideration.
- 2.11 Proposals should be submitted on the most favorable terms an Offeror can propose, from both a price and technical standpoint as well as with regard to legal terms and conditions. The University reserves the right to accept any part of a Proposal, or reject all or any part of any Proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.
- **2.12** Discussions with Individual Offerors (including the Utilization of one or more rounds of

Best and Final Offers (BAFO) and/or Negotiations) may be conducted.

- **2.13** No verbal Proposals or verbal modifications will be considered. An Offeror may modify its Proposal in writing prior to the RFP closing time. A written modification must include the date and hand-written or University approved electronic signature of the Offeror or its authorized representative.
- **2.14** All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for Contract rejection or Contract amendment by an Offeror.
- 2.15 All Proposal concepts and material submitted becomes the property of the University and will not be returned to Offeror unless the Solicitation is canceled by the University (State Code § 67-9215). Award or rejection of a Proposal does not affect this right. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a Contract award, except for information specifically labeled on each separate page as a "Trade Secret" under the Idaho Public Records Act, Section Title 74, Chapter 1, Idaho Code ("the Act"). Alternatively, information may be specifically labeled "exempt" from public records under another exemption found in the Act. Information specifically labeled as Trade Secret or otherwise exempt may be protected from disclosure, but only to the extent consistent with the Act or otherwise applicable federal or state law or regulation. Accordingly, the University cannot guarantee its confidentiality.
- 2.16 An appeal by an Offeror of an RFP specification, a non-responsiveness determination, or the award is governed by the Boise State University Purchasing Appeals Process, and must be filed in accordance with that process, which link can be found on **Appendix A**.
- 2.17 Proposal opening will be held at the location and time as indicated in **Section 1.1** of this RFP. All Offerors, authorized representatives and the general public are invited, at their own expense, to be present at the opening of the Proposals. During the Proposal opening only the names of the Offerors will be provided.

3. Submission Requirements

- **3.1 (M)** In order to be considered for award, the Proposal must be delivered to the location and attention of the RFP Lead specified in **Section 1.1** of the RFP, no later than the date and time specified in **Section 1.1**. No late Proposals will be accepted. A Proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted.
- 3.2 The Proposals must be addressed to the RFP Lead and clearly marked "PROPOSAL RFP KK22-119 General Awareness and Recruitment Marketing Campaign".

- 3.3 All costs incurred in the preparation and submission of a Proposal in response to this RFP, including, but not limited to, Offeror's travel expenses to attend the pre-proposal conference, Proposal opening, and presentation or negotiation sessions, shall be the sole responsibility of Offerors and will not be reimbursed by the University.
- **3.4 (M)** Signature Page Submit one Signature Page, Attachment 5. The University has approved Docusign, AdobeSign and SignNow. Any other requested electronic signature service/method must be approved by the University.
- 3.5 Include in the Business and Scope of Work Proposal a Table of Contents; adequately identify the contents of each section, including page numbers of major subsections. The Table of Contents is not evaluated, and is for reference purposes only.
- Include in the Business and Scope of Work Proposal an Executive Summary, which provides a condensed overview of the contents of the Business and Scope of Work Proposal submitted by the Offeror, which shows an understanding of the services to be performed. The Executive Summary is not evaluated, and is for summary purposes only.
- **3.7** See Submission Checklist, Appendix **D.**
- 3.8 (M) Cover Letter The Business and Scope of Work Proposal must include a cover letter on the Offeror's official letterhead, the Offeror's name, mailing address, telephone number, facsimile number, and name of Offeror's authorized agent including an email address. The cover letter must identify the RFP Title, RFP number and all materials and enclosures being forwarded collectively as the response to this RFP. The cover letter must be hand-signed, in ink, by an individual authorized to commit the Offeror to the work proposed.

In addition, the cover letter must include:

- 3.8.1 Identification of the Offeror's corporate or other legal entity. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.
- 3.8.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, as may be amended.
- 3.8.3 A statement of the Offeror's compliance with affirmative action and equal employment regulations.
- 3.8.4 A statement that the Proposal was arrived at independently by the Offeror without collusion, consultation, communication, or agreement with any other Offeror as to any matter concerning pricing.
- 3.8.5 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly

employed as its marketing agent, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this Contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the University has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

- 3.8.6 A statement naming the firms and/or staff responsible for writing the Proposal.
- 3.8.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. See SAM Check link in **Appendix A**.
- 3.8.8 A statement affirming the Proposal will be firm and binding for the term of Validity of Proposal, as stated in **Section 1.1**.
- (M) Offeror must submit with its response all documents and/or agreements that the Offeror proposes to have incorporated into any resulting Contract including any proposed modifications to the Terms and Conditions reserved for further negotiation, in accordance with Section 3. If Offeror expressly conditions its Proposal upon the University's acceptance of its additional documents and/or proposed agreements or modifications to the Terms and Conditions, its Proposal may be deemed non-responsive. The terms of such additional documents and proposed agreement and modifications to the Terms and Conditions the University reserved for negotiation may be considered in accordance with Section 3 of this RFP, but no additional or modified terms shall be binding on the University until expressly accepted in writing by the University.

Alternately, if the offeror has no additional documents or proposed agreements they wish to submit for consideration, please note that in response to this specification.

The University will not accept any documents and/or proposed agreements submitted after the Solicitation closing date. The University will not accept any additional proposed modifications to the Terms and Conditions or terms that conflict with the Terms and Conditions other than questions submitted in accordance with Section 2. If Offeror attempts to submit additional documents and/or proposed agreements after the Solicitation closing date, and conditions its Proposal upon the University's acceptance of those additional documents and/or proposed agreements, its Proposal may be deemed non-responsive and given no further consideration.

The University will not accept terms that allow Offeror to make unilateral

amendments to any resulting Contract or terms that require the University to indemnify another party.

- 3.10 (M) RFP Amendment If the RFP is amended, including through the question-and-answer process, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See the Boise State University Purchasing website link found in Appendix A "Bidding Opportunities" for any amendments and the required amendment confirmation document.
- 3.11 Public Records The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets.
- **3.12 Redacted Information** If your Proposal contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Proposal with all exempt information removed or blacked out. The University will provide this redacted Proposal to requestors under the Public Records Law, if requested. Submitting Offerors must also:
 - 3.12.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."
 - 3.12.2 List of Redacted Exempt Information Provide a separate document with your Proposal entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Proposal. The list must be in the order in which the material appears in your Proposal, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.
 - 3.12.3 Offeror shall indemnify and defend the University against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Offeror's failure to designate individual documents as exempt. The Offeror's failure to designate as exempt

any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

- **3.13 No Redacted Information** Alternately, if there is no redacted information in the Proposal, please note that with the Proposal.
- **3.14 (M)** The Contractor and its sub-contractors are required to carry the types and limits of insurance referenced below. Contractor is required to provide the University with a Certificate of Insurance prior to Contract signing.
 - 3.14.1 Commercial General, Professional, Automobile, Workers' Comp Insurance Found on the Boise State University Office of Risk Management & Insurance web page link found in **Appendix A**.
- 3.15 Any qualified Offeror may submit a Proposal. All Offerors are qualified unless disqualified. Those Offerors presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified. Information is available in Appendix C.
- 3.16 Responsibility At the sole discretion of the University, the ITB Lead may conduct a review to determine if the apparent high point Bidder is responsible. As part of the responsibility review, the ITB Lead may require the apparent high point Bidder to provide financial reports to the satisfaction of the University, and may also seek references to the satisfaction of the University. Nothing herein shall prevent the University from using other means to determine Bidder's responsibility.

4. Proposal Format

- 4.1 These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals. Evaluation points may be deducted from the Offeror's possible score if the following format is not followed.
 - 4.1.1 Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and Sections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or Section, followed by your response.
 - 4.1.2 Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or Section from the Offeror's response.

- 4.1.3 Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major Sections.
- **4.2** Offerors must adhere to all requirements of this RFP to be considered responsive. The determination of whether a Proposal is responsive is a determination made solely by the University. The University reserves the right to waive any non-material variation that does not violate the overall purpose of the RFP, frustrate the competitive bidding process, or afford any Offeror an advantage not otherwise available to all Offerors.
- **4.3** Sections of the format may be listed with an evaluated requirement.
- **4.4** Evaluation Code The codes and their meanings are as follows:
 - **(M) Mandatory Specification or Requirement** failure to comply with any mandatory specification or requirement may, at the sole discretion of the University, render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror **is required** to respond to each mandatory specification with a statement outlining its understanding and how it will comply.
 - **(E) Evaluated Specification** a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (no) points awarded for this item.
 - **(ME) Mandatory and Evaluated Specification** failure to comply/respond may render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply.
- NOTE: If any requirement listed as (M) (E) or (ME) exists in your proposed system, but is accomplished in a manner other than described in that section, Offeror MUST identify the variation and provide a complete detailed explanation of the variation. Acceptance of a variance in method to accomplish mandatory requirements is at the sole discretion of Boise State University and the evaluation committee
- Any qualified Offeror may submit a Proposal. All Offerors are qualified unless disqualified. Those Offerors presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified. Link is found in **Appendix A** under "SAM Check."

5. Contract Terms

The RFP, all attachments, appendices, and amendments, the successful Offeror's Proposal submitted in response to the RFP and any negotiated changes to the same together

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comprise the Contract (hereinafter referred to as the "Contract") and will be formalized by the creation of a Purchase Order (PO that ties these documents together.

- 5.1 Boise State University "Standard Contract Terms (link found in **Appendix A**) and Conditions" and Boise State University "Solicitation Instructions to Vendors" (link found in **Appendix A**) are incorporated by reference into and shall apply to this Solicitation and any Contract resulting from this Solicitation. The State of Idaho's "Special Terms and Conditions for Customized Software and Related Services" (link found in **Appendix A**) may also apply, if customized software is proposed. Offerors are encouraged to review these documents at the specified websites.
- 5.2 Affiliated Institution Any State of Idaho public higher education institution ("Affiliated Institution") may elect to utilize the Award from this RFP to purchase goods or services from the Awarded Offeror. In the event of such election, the Affiliated Institution agrees to be bound by the terms of this Contract as if it were an original party hereto.
- 5.3 The Contract, in its incorporated composite form, represents the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral. All terms should be reviewed carefully by each prospective Offeror as the successful Offeror is expected to comply with those terms and conditions.
- 5.4 Where Offeror agreements and assumptions, specified in the Offeror's response, differ from the Terms and Conditions, or the terms and conditions of this Solicitation, the Terms and Conditions and the terms and conditions of this Solicitation shall apply and supersede, unless such different terms are expressly agreed to by the University in writing. Where Offeror agreements and assumptions supplement the Terms and Conditions and Related Services (if specifically identified as applicable to this Solicitation), or the terms of this Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the University in writing. Where unsolicited supplemental documents, including unsolicited pricing sheets/cost proposals? are submitted, the University reserves the right to deem the Proposal non-responsive if the supplemental documents conflict with the specifications of this Solicitation. Supplemental documents shall be considered as reference materials only, and nothing contained within a supplemental document shall be deemed as accepted by the University, unless accepted by the University in writing. Offerors are cautioned against the use of supplemental documents. Conflicting supplemental documents may lead to the response being deemed non-responsive, and no consideration of the response given. It is recommended that Offerors review Boise State University's Solicitation Instructions to Vendors, Clause 18, link found in Appendix A. To the extent the terms of such agreements, once accepted by the University, conflict with Boise State University Standard Terms and Conditions or other terms and conditions of this RFP, any conflict or inconsistency shall be resolved in accordance with Clause 38 of Boise State University Standard Terms and Conditions.
- **5.5** Finalization of the Contract documents may require additional time for review from the Office of Information Technology, Office of General Counsel, and State Board of

- Education. Additionally, the Office of General Counsel may review and negotiate agreements, prior to the finalization of a contract.
- 5.6 The Contract is not effective until Purchasing has issued a Purchase Order specifying a commencement date (the "Effective Date"), and that date has arrived or passed. The Contractor will not provide or render services to the University under this Contract until the Effective Date. The University may determine, in its sole discretion, not to reimburse the Contractor for products provided or services rendered prior to the Effective Date.
- **5.7** Prior to the release of the Contract, University and the apparent successful Offeror will clarify expectations and develop a Project Management Plan (including a payment plan and milestones and/or deliverables) for the services provided.
 - 5.7.1 The Project Management Plan shall include a project schedule/timeline. Please include a rough timeline considering that Boise State would like to launch a few assets in late spring.
 - 5.7.2 The Project Management Plan shall include a description for each task and a designation of whether Boise State or the Offeror is responsible for the task.
 - 5.7.3 Upon a mutually agreed upon Project Management Plan, an award will be made, a Contract put in place, and implementation of the System can begin.
 - 5.7.4 Once the Contract is in place, all modifications to the Project Management Plan must be reviewed and approved by the University in writing.
- **5.8 (ME) Qualifications**: Describe your qualifications for successfully completing the requirements of the RFP. To demonstrate your respective qualifications, the following are required:
 - 5.8.1 (ME) Staffing Plan Offerors should provide a detailed staffing plan with a chart showing all technical and functional roles that will be provided by the respondent to carry out the work of the ensuing contract. Offerors should also provide a plan of technical and functional roles and an estimate of total hours that need to be provided by Boise State. Offerors should explain how the workflow will occur using the staffing plan based on the requirements of this RFP.
 - 5.8.2 (ME) Escalation Plan Offeror must provide an Escalation Plan describing the response time and escalation procedure. The Escalation Plan must provide the name(s) of the personnel who will handle the escalation process for the resulting Contract. Upon award, the University may require an Escalation plan including name, title/position, contact phone, and email.
 - 5.8.3 (ME) Project Management Plan Provide a Project Schedule that includes criteria listed in Section 5.9, Project Management Plan, above. Ability to

deliver and complete installation as requested will likely be a component of the award.

- 5.9 End of Strategic Life/Termination of Contract Processes Termination shall be in accordance with Boise State University Standard Contract Terms and Conditions, link found in **Appendix A**. Upon expiration or termination of the Contract, the obligations of the parties to each other shall come to an end, except those provisions which are intended to survive and continue, which shall include, but shall not be limited to, provisions relating to confidentiality, indemnification, and insurance requirements contained in the Contract.
- **5.10** Notwithstanding termination, the restrictions on disclosure and use of Confidential Information arising under the Contract shall continue to be effective after the date of termination.
- **5.11** Upon any termination of the Contract, Contractor shall return to the University all copies of the Confidential Information or other materials incorporating Confidential Information in the possession of Contractor or its employees. Contractor agrees to:
 - 5.11.1 Return all property in any form belonging to the University.
 - 5.11.2 Return all confidential information that may have been received from the University. Provide the ability for University to electronically retrieve data and documents from Contractor's system, as this data is owned by University.
 - 5.11.3 Return all data that is the property of the University in a reasonable format specified by the University. Deliver to Boise State, within *Spell out number of years* (#) weeks, all data and documents from Contractor's system that pertains to Boise State.
 - 5.11.4 The University will verify receipt of that data.

6. Business Information

6.1 (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include business history, examples of ad campaigns, customer base and financial snapshot. Specifically, include experience with other higher education institutions within the last five (5) years.

6.2 (ME) References

Provide at least three (3) customer references that you have engaged in similar contracts for marketing and advertising in a similar capacity as the University intends

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7. Proposal Review and Evaluation

The objective of the University in soliciting and evaluating proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

7.1 PROPOSAL DELIVERABLES

- 7.1.1 A proposal for the best use of advertising placements and marketing installations for broad audiences to help drive enrollment, engagement and brand affinity, to include production of a new institutional spot.
- 7.1.2 Portfolio samples showing a comprehensive approach to a campaign from concept to delivery.
- 7.1.3 Examples of the analytics and an assessment of the brand affinity established from the same portfolio examples.
- 7.1.4 Respond to the question: What would be your recommended production approach for amplifying the brand platform This is Blue Turf Thinking? For example, will it have a sense of a documentary, will it be short flashy shots, will it feature one person or many people?
- 7.2 The proposal will be evaluated first as either "pass" or "fail," based on compliance with Mandatory (M) and Mandatory/Evaluated (ME) requirements. All Proposals that meet the Mandatory and Mandatory/Evaluated requirements will continue in the evaluation process. Proposals not meeting the Mandatory and Mandatory/Evaluated requirements may be found non-responsive.
- 7.3 The University will establish an evaluation team, that may consult with subject matter experts to review and advise on any portion of the response, to evaluate responses. Upon opening the responses, the Boise State University Purchasing Department will inspect the proposal for responsiveness. Under the facilitation of the Purchasing Department, the evaluation team will score the responsive proposals.

The University may request an online (zoom) portfolio review and live proposal from the top scoring Offerors. If these meetings are requested, the University may submit proposal scenarios to Offerors.

The team will discuss and finalize their scoring with the Purchasing Department. Prior to award, the apparent successful Offeror's response may be forwarded to a representative(s) of the Office of Information Technology and/or General Counsel to confirm that the System will work within the University's infrastructure and policies.

7.4 The criteria described in the Evaluation Criteria section will be used to evaluate and score the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. Particular emphasis will be placed on the Offeror's understanding of the RFP, quality of product/service, and the description of how the activities will be performed.

The scores for the Business and Scope of Work Proposal (see Section 7 and APPENDIX A), will be normalized as a whole, or by category, at Boise State University's sole discretion. Except cost, the proposal with the highest raw score will receive all available points in total or by category total. Other proposals will be assigned a portion of the maximum available points, using the formula:

Total points per section with a percent calculation by area as referenced in section 7.12.

- 7.5 The Cost evaluation will be based on the sum of the "Total Project Cost" normalized to the lowest cost. The scores for the Cost Proposal will be normalized as follows: The proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other proposals will be assigned a portion of the maximum score using the formula: Lowest Cost / other proposal cost x total possible cost points.
- 7.6 The budget for this project will be \$600,000 and cost will be evaluated based on the mix of media proposed and value for the money spent.
- 7.7 Live proposals, if required, will be conducted before the Notice of Intent to Award is issued. Live proposals will be held via web conference, set up by the Offeror and provided at no cost to the University. It is possible that an Offeror will have only a couple of days of notice that they have been selected, so it is suggested that the Offeror have the ability to quickly set up a web conference and be prepared to exhibit their product.

The live proposal becomes an official part of the response. At its discretion, the University will choose either "Evaluated" or "Pass/Fail" Live proposals, as detailed below.

- 7.7.1 **(E)** Evaluated Live proposals At the discretion of the University, some of the highest-scoring Offerors may be contacted to give a live proposal and portfolio review and respond to questions. Evaluation of the Live proposals may result in adjustment of points awarded in the Business and Scope of Work Proposal, as the evaluation committee deems appropriate.
- 7.7.2 **(E)** Pass/Fail Live proposals Alternatively, the University reserves the right to require a live proposal/portfolio review of only the top-scoring Offeror. If this

option is chosen, the evaluation is strictly Pass/Fail for the apparent successful Offeror. If the apparent successful Offeror fails, then the next highest-scoring Offeror will be considered the apparent successful Offeror and the live proposal/portfolio review process may be repeated.

- **7.8** For those Proposals meeting mandatory requirements and making it to the live proposals, the total evaluation points will be summed with the cost points and bonus points, and the Proposals will be ranked by final total score.
- **7.9** Award will be made to the responsive, responsible Offeror whose Proposal receives the highest number of points
- **7.10** Offeror will be notified of the result of the solicitation process in writing. Written notification will be sent to the authorized signer designated on the signature page.

7.11 Evaluation Criteria

Mandatory (M, ME) Submission Requirements Met	Pass/Fail
Experience, Qualifications & Company Structure (Section 6)	30%
Scope of Work & Proposal including Project Management Plan	30%
Proposal of Deliverables as outlined in section 7	30%
Cost Proposal (Attachment 3)	10%

Optional items (if scored):

Live Proposals and Portfolio Review – To be evaluated and scored at the discretion of the University. See section 7.8.

APPENDIX A

Additional Special Terms and Conditions for This Solicitation

- 1. Boise State University's registered trademarks, as well as other names, seals, logos, college colors and other indicia ("University Marks") that are representative of the University may be used solely with permission of Boise State University. Notwithstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only. No use may be made of University Marks in any document which implies any association with or endorsement of the services of the Offeror or any other third party.
- 2. The University shall own and retain all rights to information, techniques, processes and data developed, documented, derived, stored, installed or furnished by the University under the Contract.
- 3. The Contractor must comply with all federal, state and local laws and regulations, statutes and codes, including federal, state and local laws and regulations governing the privacy and protection of educational records, including but not limited to the Family Education Rights and Privacy Act (FERPA).
- 4. The Contractor shall comply at all times with appropriate data security of information, as applicable, as defined by the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
- 5. The Contractor warrants that at all times, for the term of the Contract, Contractor will comply with all posted and applicable, active Idaho Executive Orders link found on Appendix A. Contractor further warrants that at all times for the term of the Contract; Contractor's offered property as defined by Idaho Code will comply with all applicable Idaho Technology Authority Standards link found on Appendix A.
- 6. If there is theft or misappropriation of the University's confidential information which is due to the negligence or intentional misconduct of Contractor or due to the Contractor's failure to comply with applicable provisions of **FERPA**, **GDPR**, **HIPPA** or corresponding regulations, Offeror shall provide the University written notice of theft or misappropriation within 24 hours of when theft or misappropriation becomes known to Offeror. In the event of a breach of any of the Contractor's data security obligations or other event requiring notification under applicable State and Federal law, the Contractor must assume total financial liability incurred by such breach and subsequent notifications. In addition, the Contractor must assume responsibility to indemnify, hold harmless and defend Boise State University, its officials, and employees from and against any claims, damages, or other harm related to such theft or misappropriation. Boise State will have six (6) months from the date of receipt of written Notice from Offeror of the theft or misappropriation to provide written notice to the Offeror of its intent to terminate, and to terminate, this Contract. If the University elects to terminate this Contract pursuant to this section, Offeror will have no right to cure the breach of this Contract in order to prevent Boise State from

terminating the Contract.

- 7. Unless otherwise allowed by the University in this Contract, the Contractor shall not, without written approval from the University, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the University of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the University shall not in any way relieve the Contractor of any responsibility under this Contract. The Contractor shall be and remain liable for all damages to the University caused by negligent performance or non-performance of work under the Contract by Contractor's sub-contractor or its sub-contractor.
- 8. Any website MUST be designed so that it is accessible to all users. Refer to Boise State University Policy #8140 Information Technology Accessibility. The website must comply with this policy. https://policy.boisestate.edu/information-technology/policy-title-information-technology-accessibility/
- 9. Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, as amended from time to time, engage in, a boycott of goods or services from Israel or territories under its control.

APPENDIX B Helpful Links

1. Accessibility

https://www.boisestate.edu/policy/information-technology/policy-title-information-technology-accessibility/

2. Active Executive Orders

http://gov.idaho.gov/mediacenter/execorders/

3. Amendments

https://vpfa.boisestate.edu/process/review/purchasing_bidopportunities.php

4. Americans with Disabilities Act of 1990

https://policy.boisestate.edu/governance-legal/policy-title-nondiscrimination-on-the-basis-of-disability/

https://policy.boisestate.edu/governance-legal/nondiscrimination-antiharassment/

https://policy.boisestate.edu/governance-legal/equal-opportunity-statement/

https://policy.boisestate.edu/information-technology/policy-title-information-technology-accessibility/

5. Appeals Process

https://d25vtythmttl3o.cloudfront.net/uploads/sites/726/2020/12/Procurement Appeals Proces s.pdf

6. Boise State News

https://www.boisestate.edu/about/facts/

7. Executive Order 2009-10

http://gov.idaho.gov/mediacenter/execorders/eo09/eo 2009 10.html

8. Financials NAICS/SIC Code

http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007

9. General Data Protection Regulation (GDPR)

https://compliance.boisestate.edu/welcome/eu-gdpr/

10. HIPPA

https://healthservices.boisestate.edu/privacy/

11. FERPA & corresponding regulations

https://registrar.boisestate.edu/general-information-and-policies/ferpa/

https://policy.boisestate.edu/governance-legal/nondiscrimination-antiharassment/

https://policy.boisestate.edu/student-affairs/code-of-conduct/

https://policy.boisestate.edu/student-affairs/student-athletes-conduct/

https://policy.boisestate.edu/student-affairs/student-privacy-and-release-information/

https://policy.boisestate.edu/student-affairs/policy-title-student-e-mail-communications/

https://policy.boisestate.edu/information-technology/information-technology-resource-use/

12. Idaho Technology Standards

http://ita.idaho.gov/resources.html/

13. Insurance Requirements

http://rmi.boisestate.edu/wp-content/uploads/2014/11/CertificateInsRqmts_3rdParty.pdf

14. Purchasing Department

https://vpfa.boisestate.edu/process/review/purchasing_bidopportunities.php

15. Rehabilitation Act of 1973

https://www.dol.gov/oasam/regs/statutes/sec504.htm

https://policy.boisestate.edu/governance-legal/policy-title-nondiscrimination-on-the-basis-of-disability/

https://policy.boisestate.edu/student-affairs/equal-access-for-students-with-disabilities/ https://policy.boisestate.edu/information-technology/policy-title-information-technology-accessibility/

16. SAM Check (General Service Administration (GSA))

https://www.sam.gov

17. Solicitations

https://www.boisestate.edu/vpfa-p2p/vendor-supplier-information-for-businesses/

18. Solicitation Instructions to Vendors

https://d25vtythmttl3o.cloudfront.net/uploads/sites/338/2019/11/Solicitation-Instructions-to-Vendors.pdf

19. Standard Contract Terms and Conditions

https://d25vtythmttl3o.cloudfront.net/uploads/sites/338/2019/11/Boise-State-University_Standard-Terms.pdf

20. System for Award Management (SAM) list of parties excluded from federal procurement and non-procurement programs

https://www.sam.gov/portal/SAM/##11

21. Verification of Lawful Presence in the United States to Receive a State Benefit (Contract) https://purchasing.idaho.gov/pdf/terms/verificaton_process.pdf

APPENDIX C SUBMISSIONS CHECKLIST

Response checklist reminder—this checklist is not intended as a complete list of requirements to response to this RFP, but merely as a reminder of some of the required items. Failure to submit any of the following items or late submission of any of the following items may result in disqualification of your Proposal. Mail your hard copy response to the buyer to be received by the closing time and date as specified in Section 1.1.

Section 2:

✓ Proposal received by due date stated in Section 1 or any subsequent amendment

Section 3:

- √ Signature Page (Attachment 1)
- ✓ Proposal
- ✓ Redacted version / Trade Secrets (or note there are none)
- √ Cover Letter
- √ Proposed modifications to Terms and Conditions
- √ Supplemental document or agreements
- √ Amendment Confirmation(s)

Section 5:

- ✓ Experience and Qualifications (limited to one page)
- ✓ References

Section 7:

√ Scope of Work

Section 8:

✓ Cost Proposal (Attachment 3)

ATTACHMENT 1 Signature Page

THIS PAGE <u>MUST</u> BE FILLED OUT, SIGNED AND RETURNED WITH PROPOSAL. THIS SIGNATURE PAGE MAY NOT BE <u>MODIFIED</u> AND MUST BE <u>SIGNED BY HAND</u>. MODIFICATIONS TO THIS PAGE MAY DEEM THE ENTIRE PROPOSAL NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.

BY SUBMISSION OF THIS PROPOSAL TO BOISE STATE UNIVERSITY, THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS PROPOSAL IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR PROPOSAL AND UNDER ALL THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S RFP, AS MAY BE AMENDED PRIOR TO THE DATE HEREOF IN ACCORDANCE WITH THE TERMS OF THE SOLICITATION.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE OFFEROR AND THE PROPOSAL IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A PROPOSAL FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR AN OFFEROR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE RESPONSE TO THIS RFP OR ANY OTHER FAILURE BY THE OFFEROR TO CONSIDER THE TERMS AND CONDITIONS IN THE RESPONSE TO THE RFP.

ADDITIONAL OR SUPPLEMENTAL TERMS AND CONDITIONS MAY BE CONSIDERED FOLLOWING THE DATE HEREOF ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SOLICITATION.

Failure to comply with these requirements may result in disqualification and your response being deemed non-responsive.

Please complete the following information:

Signature		Date	
SIGNATURE PAGE MUST BE METHOD & RETURNED FOR			OVED UNIVERSITY
FEDERAL TAX ID / SSN #			
EMAIL			
TOLL-FREE #	PHONE	#	
CITY	STATE	ZIP CODE	
ADDRESS			
OFFEROR (Company Name) _			

RFP KK22-119 Page **25** of **28 10/08/2021**

ATTACHMENT 2 Offeror Questions

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

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

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

- **1.** Questions must be received by the Deadline to Receive Questions noted in **Section 1.1** of the RFP or will be rejected and not considered.
- 2. **DO NOT CHANGE THE FORMAT OR FONT**. Do not bold your questions or change the color of the font.
- **3.** Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
- **4.** Do not enter text in column 5 (Response). This is for the University's use only.
- **5.** Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by "Questions."

ATTACHMENT 2 Offeror Questions continued

RFP KK22-119, General Awareness and Recruitment Marketing Campaign for Boise State University

Offeror Questions are due by 5:00 PM MT, per the date listed in Section 1.1 RFP Administrative Information.

Question	RFP Section	RFP Page	Question	Response
1				
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Attachment 2 - Questions & Answers

		RFP			
No.	RFP Section	Page	Question	Response	
1	1.1	3	We understand that details are to follow for the top-qualifiers, but will the presentations just be around agency proposals/case studies or are you expecting speculative creative work?	We'd like to see your previous work and if possible an example of a higher education project - show us the process from the idea phase to analytics and tell us how your work moved the needle. No need for creative comps, but share with us what your recommended approach would be for ampmlifying the mindset "Blue Turf Thinking."	
			Do we need to print and ship copies of our proposal? Or just		
2	1.1	3	submit via email? Are there existing advertising assets such as still photography and video footage available for RIESTER to use in the development of the campaign for Boise State? If so, what academic topics (the RFP mentions nearly 200 fields of	Email, nothing needs to be mailed/shipped. We have a full suite of photo and video assets that would be available for our creative partner but we anticpate needing additional visuals to carry out this project - costs for production work should be factored in to a proposal. As for our fields of study, we will want to highlight those areas that specifically fall within our innovation strengths and meet the criteria for Blue Turf Thinking. Yes, we some visual assets for those areas, but additional photo and video	
3	1.4	5	study) are included in the existing image and video library?	work is highly likely. Especially as we build a new institutional spot. The initial creative ideas that would anchor this project. We are interested in	
4	2.15	8	Please clarify your expectations around the "concepts" you expect to be shared as part of this proposal process.	seeing your creative approach to this campaign. We fully recognize that those ideas will be developed much more fully for the choosen agency.	
5	3.14		Do you just need a statement in our proposal confirming our insurance coverage and/or willingness to acquire that coverage upon becoming selected agency?	Yes, a statement acknowleging the requirement is sufficient	
6	3.8	9	We work with a partner for media buying. They will be a sub to us. Do both IDs need to be included on the cover letter, or, because they are our sub, can we just include our information as primary?	Your information as a primary vendor is fine.	
0	0.0	0	Regarding each required affirming statement, is it acceptable	Total information as a primary voltage to line.	
7	3.8	9-10	to provide a general statement of affirmation of all items; 3.8.1 through 3.8.8? Or are individual, separate statements needed?	A general statement that includes each of the items is fine. Separate statements are not needed.	
8	5	13-16	It is unclear whether the items in this section are to be addressed within the proposal, or in the contracting process upon selection. Please advise.	You do not need to address this section. If there are any terms in our Standard Terms and Conditions that you take exception with, you must request an amendment ahead of time.	
9	5.1	14	We would like to request an ammendment to Section 5 of the Standard Contract to allow for possible price adjustments upon contract renewal or extension if agreed upon by both parties.	Noted and reserved for negotiation.	
9	J. 1			Two credit references, annual revenue or report if available and your Fed Tax	
10	6.1	16	a "Financial Snapshot"?	ID #. If chosen, this will be your chance to shine by presenting a sample of how you	
11	7.3	17	Can you clarify what you mean by "proposal scenarios?"	see this campaign going. More details will follow.	
12	7.6	18	When it says "evaluated on the mix of media proposed" is your expectation to receive a spec media plan?	We'd like to see where and how you envision the budget being spent for a media buy. We have ideas, but welcome yours too. Ballpark expectations for the investment within each platform are fine.	
13	7.6	18	Are you looking for a media plan as part of our proposal submission? Can you share background into the process that spawned	Yes, but at this stage a ballpark outline for costs is fine. (See above.) We realize that not every marketing piece will meet the criteria to be tagged as an example of Blue Turf Thinking. So we've created a structured brand platform that allows us to amplify innovation and our creative mindset as Boldly Blue. Proudly Innovating. It who we are and what we do more broadly than the programs we highlight as a reflection of the Blue Turf Thinking mindset. The two elements are tied together, but not everything wears the	
14	1.3.2	4	"Boldly Blue. Proudly Innovating. This is Blue Turf Thinking." Were the current brand platform and tagline developed in-	wordmark: This is Blue Turf Thinking.	
15	1.3.2	4	house, or with a partner? If the brand was developed with a partner, when and with whom? Has that agency been invited to participate in this	In house.	
16	1.3.2	4	process? Can you share a copy of your current brand guidelines and	The brand was developed in house.	
17	1.3.2	4	identity standards?	https://www.boisestate.edu/communicationsandmarketing/brand-standards/	
18	1.3.2	4	Can you tell us more about the emerging platform? When and how was this platform developed— was it created by internal team or with an agency partner?	Created in house, first shared last January in peer-to-peer (University Presidents and Provosts) deliverables which were highly targeted. We are creating this as we go, there has not been an official "launch." Our President has been integral to this creative concept.	
			Can you share Boise State's current brand guidelines &		
19	1.3.3	4	How will success be measured for this campaign's awareness and recruitment goals?	See above, question 17. Since this is a brand affinity campaign, there will be aspects of it that will be difficult to measure. But with the digital deliverables we anticipate assessing performance and engagement regularly and will be communicating with our admissions team to gauge the impact on recruiting efforts - though admissions deliverables are not tied directly to the media buying in this RFP.	
21	1.3.3	4	How have these activities been accomplished in the past? What's working well? What's not?	The brand platfrom is new and emerging.	
22	1.3.3	4	Is there a need to create a new campaign concept? Or is this more about evolving and/or activating the existing brand platform?	We have developed some concepts, but are looking for a creative partner to help us build out the brand platform, we recognize that our early concepts may be adjusted based on your counsel.	
			What marketing personnel and resources are available to	·	
23	1.3.3	4	collaborate with through Boise State's in-house Office of Communications and Marketing?	Our marketing and creative leads will be working closely with your team, our current suite of photos and videos will be available to you.	

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Attachment 2 - Questions & Answers

	RFP RFP						
No.	RFP Section	Page	Question	Response			
24	1.3.5	5	Is the \$600K budget based on historical spends?	No. This is new funding that has been added to our permanant budget.			
25	4.2.5	_	Do you have a preferred split for agency fees, production and	NAC do not be use a nonformed onlik NAC in the bound on a consult building			
25	1.3.5	5	media spend? Can you clarify how the budget breaks down across creative	We do not have a preferred split. We just have an overall budget.			
			development, ad placement, and media buys? Historical				
26	1.3.5	5	media buys would be helpful here too, if available. Does this budget include travel expenses?	This is the all-in budget.			
			Do you have thoughts about how the \$600,000 budget				
27	1.3.5	5	should be allocated? Is there a certain media budget you are expecting?	We anticipate more of the budget during the first year going towards creative development with media budget ramping up in future fiscal years.			
	1.0.0		Boise State will provide on-camera talent – is this simply in	development with media budget famping up in future ilscar years.			
28	1.4.1	5	reference to having access to students, faculty, etc to feature in the spot?	Yes. We do not use models or actors.			
20	1.4.1	3	in the spot:	In addition to the 30-second spot, we'd like at least 5 shorter format videos to			
			I I was ill the seid to see the least 10 December 10	share on social media and on the website :05 and :15 videos would be ideal.			
29	1.4.1	5	How will the video assets be used? Do you have formats/lengths in mind for the additional 5 videos?	In addition, we are allocated a national spot within our football TV deal. This spot will be played nationally.			
			Should it be assumed Boise State would handle the creation				
30	1.4.2	5	and development of any campaign landing pages/websites? Or should those be budgeted for in our response?	Landing pages are not expected in this scope of work.			
			Will the agency be designing with existing photo assets, or	We have an extensive photo and video suite to work with, but we envison the			
31	1.4.2	5	will a new photographic look and feel be part of this assignment?	optics for this campaign will require new visuals (both video and photography) based on the creative concept and agency partner we select.			
			We typically build two rounds of revisions into our scope, will	That's hard to say. We would hope to work with you on revisions until we all			
32	1.4.2	5	with work for your teams?	have comfort with the creative.			
33	1.4.3	5	Will you be expecting billboard creation as well? Will the hard cost of production come from the \$600,000 as	Yes.			
34	1.4.3	5	well?	Yes.			
				This is a brand affinity campaign, and will set the tone and stage for more targeted deliverables in the future. We do however, plan to target zip codes,			
				demograpics and regions for constituents who are important to our brand's			
				performance. We are looking for in-state media buys. Promoting the value proposotion of higher education to our state is important to us. We have one			
25		_	What specific audiences would you be looking to reach, and	of the lowest go-on rates in the country. There is a wide divide between rural			
35	1.4.4	5	would there be separate campaigns for each? What would the desired geographic area be for this campaign	and urban areas. Idaho first and foremost, but there are regional areas within Idaho that are also			
36	1.4.4	5	to cover?	important to us.			
				This is a brand affinity campaign. We are looking for increased levels of positive sentiment. We would be interested on your ideas on how to measure			
				based on your higher education experience. Some type of light market			
				research beforehand to get a baseline might be helpful. Also, continuing to be ranked in the U.S. News and World Report most innovative university list is			
37	1.4.4	5	Do you have specific KPI's for the campaign that you are looking to achieve within this budget?	important to us. Because we are an R2, this ranking has the most prestige around reserach and innovation that we can qualify for.			
01	1.7.7	J	What is the desired flighting or weeks in market you would	Early spring and fall are key, fall especially. Given the time needed to build out			
38	1.4.4	5	seek with this campaign? the creative for this project, it's likely a six-week push in fall '22.				
39	1.4.4	5	Will the selected agency be responsible for placing and buying the media?	Yes.			
			, 0	We would like at least one meeting a month to sync on reporting and			
				determine if we need to make any adjustments. We will require a digital report so that we can share the data with our senior leaders on the success of the			
40	4.4.4	_	What are very part to the control of	campaign. We need to periodically revisit sentiment and report out on that as			
40	1.4.4	5	What are your expectations regarding reporting?	well. Online higher education institutions. Western Governors is moving strongly			
				into our market. We don't view ourselves as competitors with the other public			
41	1.4.4	5	Who are Boise State's top competitors?	Idaho state institutions. We actually just released a joint campaign. https://educationforidaho.org/ .			
			· ·	Idaho in particular, with some regional Northwest media markets also a			
42	1.4.4	5	What geographic markets do you wish to target?	consideration. This is a brand affinity campaign. Roise State has not had funding to			
				This is a brand affinity campaign. Boise State has not had funding to previously go out to market in this way and promote our brand and the value			
			Will the campaign be targeted towards teens, parents of	proposition of higher ed. Our admissions numbers are overall strong, but are declining in Idaho. We hope to target influencers (parents, grandparents,			
45		_	teens, or both? Are there any other constituent groups that	neighbors) as well as prospective Idaho students. Non traditional students are			
43	1.4.4	5	will be targeted? If the brand assets are not developed until after the big	also in our market.			
			enrollment push in late spring to leverage the best weather				
44	1.4.4	5	conditions, would the media be held until fall?	Most likely, yes.			
			Do you see the Campaign Guidelines as an interactive digital deliverable? Or a static PDF (with linked assets) that lives	Both. We want to develop a static, printed piece but with many of those			
45	1.4.5	5	online?	elements living within our univeristy brand guidelines, on the website, as well.			
			Are there any specific sections of the brand platform that	Our logo, colors and typography are set. We would be looking for creative counsel on how to build out the brand platform so it could serve multiple			
46	1.4.5	5	should be included in this update? Or will the update primarily include the new campaign guidelines?	constituent groups and help our campus partners properly align with our strategy. Tools and templates - that's a good way of looking at it.			
TU	1.7.0	3	morado are new campaign gardelines:	oracogy. 10013 and templates - that 5 a good way of looking at it.			

CONSENT - BAHR

Attachment 2 - Questions & Answers

No	RFP Section	RFP	Question	Response
No.	RFP Section	Page	Question	Building upon the notoriety of our famous Blue Turf, we created a preliminary
47	1.4.5	5	Can you please expand on what you mean by "further development of 'This is Blue Turf Thinking' as a brand platform." What already exists and what elements would you like to see further developed? Do messages already exist?	campaign in winter of 2021, "This is Blue Turf Thinking." This tested positively with internal and external audiences and landed Boise State back on the U.S. News and World Report most innovative university list. We have started to build out the framework, but we need an agency partner to help us in this significant effort. We are looking for a partner to build it with us collaboratively. We are currently using "Boldly Blue. Proudly Innovating." with storytelling that represents innovation and creative activity.
40			Will Boise State be committed to the brand platform "This is Blue Turf Thinking" despite its football team's performance on the field? For example, a highly successful football season for Boise State might add more success to the brand positioning while a less successful season may	That's a valid observation, but football performance does not impact our
48	1.4.5	5	subject the tagline to risk of criticism from fans and the press.	commitment to the Blue Turf Thinking mindset. Broad ideas are fine, speculative comps are fine but we don't expect to see
49	2.15/7.1.4	8/17	Are you looking for speculative creative concepts in our proposal?	intricate or finessed design comps at this stage. We are interested in hearing about how you would approach working with us and how you would approach the creative.
50	3.1.1	11	What information can be considered exempt from Public Records Law in Idaho? We consider our process, budget, and case studies as proprietary and confidential.	Any information your company deems to be proprietary and/or confidential. If your Proposal contains information that you consider to be exempt, you must also submit redacted copy of the Proposal with all exempt information removed or blacked out. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."
51	5.11.3	16	Is this asking respondents to spell out number of years/weeks to return materials if terminated?	Yes.
52	5.7.1	15	Is it expected that our proposal contains a project timeline or is that only during contract negotiations (upon award)?	We can assess timeline specifics after awarding the contract.
			Who will be the core team and day to day contacts from	
53 54	5.8.1	15	Boise State? Can you please clarify what you mean by "escalation plan"?	OCM leadership Escalation plan is the plan on who would be responsible if something is not going as planned, desired. This is usually designated for a large implementation with support staff. Please include the team and staff that will be assigned if award is made to your company.
55	5.8.3	15	It asks to provide a project schedule that includes criteria listed in Section 5.9, Project Management Plan, above. Can you provide clarity on Section 5.9 (End of Strategic Life/Termination of Contract Processes) and its connection to Project Management?	Terminiation of Project is not related to project management. We are looking for a long-term agency partner. However, if either party would like to move on, we have a included language and would like a process for how we will off-board the partnership. RE: Project Management, we are interested to know who we will be working with on this campaign and their level of experience and expertise. How often will they be in contact with us? Will the project management and support from the agency change over time? How will you interfer with us regarding expects, deliverable, the media buy of the contact with the regarding expects, deliverable, the media buy of the contact with us regarding expects, deliverable, the media buy of the contact with us regarding expects, deliverable, the media buy of the contact with us regarding expects, deliverable the media buy of the contact with us regarding expects, deliverable the media buy of the contact with the regarding expects.
56	5.8.3	15	Just to clarify, the Project Management Plan is the item listed in 5.7, not 5.9, right? Could you please clarify the level of detail you expect during the proposal stage, and what will be developed at the contracting stage?	interface with us regarding concepts, deliverable, the media buy, etc. Project Management, we are interested to know who we will be working with on this campaign and their level of experience and expertise. How often will they be in contact with us? Will the project management and support from the agency change over time? How will you interface with us regarding concepts, deliverable, the media buy, etc. Regarding creative concepts, we are most interested in how you will approach the creative process. We aren't looking for a fully baked idea.
			The scope and budget does not cover research, but one key way to assess brand affinity is with research. Are you hoping to include brand health research in this project? Or are you looking for data that can be pulled from web/advertising	Yes, we would like research. Please include cost with the \$600k. We know that the discovery phase will have a heavier spend on research and creative
57	7.1.3	17	analytics? This question seems to imply an assumption of a predetermined methodology, and doesn't allow for the significant discovery process that would be involved in developing Boise State's campaign concepts. Will the University accept a detailed description of our approach to campaign development along with samples of prior work in place of a direct response to	developement and next fiscal year the spend will shift more towards media.
58	7.1.4	17	this question? Are you expecting visuals? Or a description of an approach? Would you please share any branding documents to help the	Yes. We are looking for a description of your approach and samples of previous
59	7.1.4	17	team prepare for this section? For the production approach, are you expecting to see a vision articulated in example creative, or just a high-level	work. We are not expecting visuals. High level is fine, but if a general mock-up comes to life even at this early
60	7.1.4 Attachment 3	28	description? To clarify, we shouldn't budget for OOH creative/production/etc.?	phase, we'll be happy to review. We would like to see OOH in the mix, please do budget for that but we would like to work with an existing advertising group in Idaho for OOH so our team could manage the transactional side the project.
62	Attachment 3	28	Please clarify your expectations regarding salesforce integration.	We are currently onboarding Salesforce Marketing Cloud. Any proposed deliverables related to email marketing should utilize this platform.
JL	, audominent 3	20	It notes Experience and Qualifications is limited to one page	Yes, the Experience & Qualifications on the checklist is related to Section 6.1. Additionally, you may include examples or other media in addition to the single

Attachment 2 - Questions & Answers

Attachment 2 - Questions & Answers						
RFP Section	RFP Section Page Question		Response			
General	N/A	Is a current active working relationship with other Idaho higher education institutions considered a conflict of interest of a benefit to experience?	Our preference is to find a creative partner that is not currently under contract with one of the other four year universities in Idaho.			
General	N/A	Do we need to register in the Boise State Vendor Registry before submitting our proposal?	No, you don't need to register with Boise State Vendor registry prior to submitting a proposal.			
General	N/A	How would you define the goals of this assignment?	Build brand affinity across mulitple constitutent groups by creating a unique and consistent brand platform anchored by our existing and emerging theme: This is Blue Turf Thinking.			
General	N/A	Do you see this as a media campaign assignment? Or a brand building assignment?	We see it as both.			
General	N/A	As for final submission format, is a PDF ok? Are there format or deign requirements?	PDF is acceptable			
General	N/A	Can you please provide more detail about your decision making process? Is there a core team, from what functions? Who are the decision makers? How many presentations will be needed?	We are looking for a creative partner to help us strengthen the Boise State brand by deploying a best-in-class, enterprise-level marketing campaign. While the decision-making may be somewhat subjective, our marketing and creative leadership within OCM will be making the final decision along with input from the univeristy president. We anticipate needing just one presentation to help inform our decision.			
General	N/A	Is there an incumbent agency?	No			
General	N/A	What have you liked and disliked about prior agency experiences? What are you hoping to find in this working relationship?	We value regular updates and communication. We like offering input at every step of the creative journey, rather than waiting for a big reveal. In the past we've had good relationships with our agency partners. Most of those interations have been project-based, not enduring. We do see the value in having a deeper connection with an agency partner.			
	General General General General General General	RFP Section Page General N/A A General N/A	RFP Page Question Is a current active working relationship with other Idaho higher education institutions considered a conflict of interest of a benefit to experience? Do we need to register in the Boise State Vendor Registry before submitting our proposal? General N/A How would you define the goals of this assignment? Do you see this as a media campaign assignment? Or a brand building assignment? As for final submission format, is a PDF ok? Are there format or deign requirements? Can you please provide more detail about your decision making process? Is there a core team, from what functions? Who are the decision makers? How many presentations will be needed? General N/A Is there an incumbent agency? What have you liked and disliked about prior agency experiences? What are you hoping to find in this working			

CONSENT - BAHR TAB 5 Page 31

ATTACHMENT 3 - COST PROPOSAL

Based on the fixed budget of \$600,000, please provide a list of costs per the following deliverables and scope of work. We are looking for an idea of how you would break out the budget and where and how you would apply the funds. The \$600,000 is to cover all costs for creative development, ad placement and media buys.

Desired Proposal:

Media mix (ad placements)

Production quality - samples (concept to delivery)

Insight and analytics (tracking of ads)

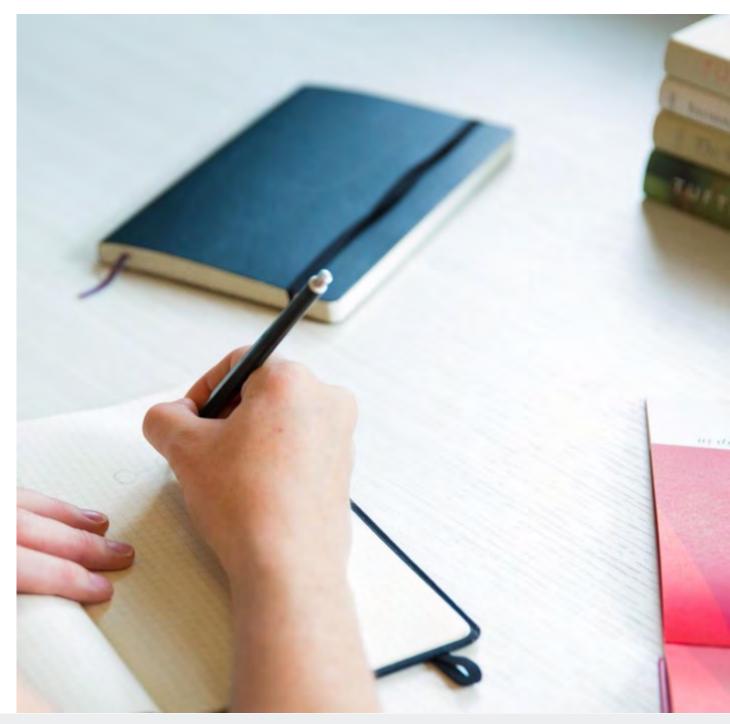
TACTIC	DETAILS	FREQUENCY	QUOTE	LEAD TIME
New Institutional Spot	Creative development and production of a :30 TV spot and multiple "vignettes" of the faculty featured. To include additional videos (vignette) using the same content for social media (5-15 seconds).	The :30 spot offers broad exposure for the brand, is placed extensively in our marketing and airs during national, athletic broadcasts		
Targeted, digital advertising (Google ads, display ads, social media, etc. all in concert with Salesforce integration.)	Location-based, targeted to specific demographics, essential to our digital- first strategy. (Creative, analytics and implementation)	Ongoing, but with an emphasis on fall and spring to help drive enrollment and brand recognition at key times during the academic cycle		
Out of Home (billboards)	Billboard placements in Idaho and/or key regions for enrollment (Creative & placement)	Annually for three months		
Video Streaming	OTT (over the top) advertising on Sling, Roku, YouTube, etc. (using the new spot)	Ongoing		N/A
Brand Platform Development, Media Buying and Support	Assist with brand platform development, media buying, etc.	Ongoing		N/A



ATTACHMENT 2

Introduction / Table of Contents

- 03 Cover Letter
- 05 Experience and Qualifications
- 62 Approach and Schedule
- 82 Fee Structure
- **85** References



Cover Letter



Introduction / Cover Letter

We build brands that inspire and endure.

5

Boise State University exists in a crowded marketplace – one which SimpsonScarborough has a great deal of experience navigating. We have led over 300 colleges and universities through marketing and branding initiatives just like this one. Now, as the higher education landscape becomes even more crowded and shifts further, we hope to use the opportunity to define "Blue Turf Thinking" in partnership with Boise State as a launching point for a new institutional brand.

SimpsonScarborough would be proud to partner with Humboldt State in this effort. We value incorporating data-driven insights to inform strategic, holistic brands and campaigns that deliver real results. The following proposal provides the detail on how we would approach an engagement with Boise State. In this letter, we want to be sure to communicate the care, curiosity, and commitment that we would bring to the partnership.

We recognize that the University is facing more competition than ever within its region. Given various factors, including the 2025 demographic cliff and the long-term impact of COVID-19, we know that now, more than ever, Boise State needs to stand out from the competition. We have the experience to help the University navigate these ever-changing realities and are confident that, together, we can identify opportunities that can help Boise State achieve its goals.

Thank you again for the opportunity to submit this proposal. Please don't hesitate to reach out to us with any questions and clarifications.



Jason Simon

CEO 510-599-0609 js@simpsonscarborough.com

Experience and Qualifications

Experience and Qualifications

About Us

SimpsonScarborough is a woman-owned firm founded in 2006, and the premier data-driven partner for research, branding, and marketing.

We provide higher ed brands with the confidence of rigorous and comprehensive research—the cornerstone of our work—along with informed strategy, inspired creative, and human-centered digital. The trusting relationships we've formed and the communities we've brought together are among our most valuable assets.

Individually, we've held nearly every job in the industry and hail from every part of the country. Collectively, we have three offices strategically placed in Alexandria, Virginia, Columbus, Ohio, and Oakland, California. Most of all, we're proud, professional students — curious by nature and compassionate by choice, constantly putting in the hard and smart work to shape the industry we love and the brands that shape our world.

Headquarters: 2000 Duke Street, Alexandria, VA 22314

Other Locations: Oakland, CA; Chicago, IL; Lowell, MA; Columbus, OH; Williamston, SC

Year Founded: 2006

of Employees: 49 full-time

Subcontractors: All work is conducted in-house by SimpsonScarborough employees. We work with a phone center if telephone surveys are requested, which is rare. And, we utilize list brokers and research panels when client list augmentation is needed.

Primary Contact: Meredith Randle, Business Dev. Mgr.|mrandle@simpsonscarborough.com











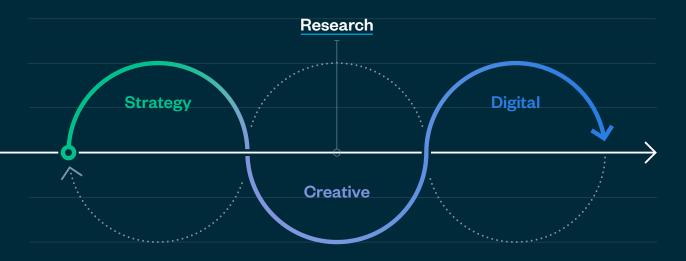








Experience and Qualifications



Our team of experienced higher ed professionals works closely together to ensure that each step in our integrated process is informed by the one preceding it.

Everything we do, from media planning and marketing strategy to creative and digital execution, is founded on our research-first mindset; allowing us to provide our clients with distinct and data-driven plans and insights that drive engagement and produce results.

Our integrated approach brings together your people, vision, and values with our recognized knowledge and partnership to build brands that inspire and endure.

Our Services

Capabilities **Advanced Analytics** Methodologies · Brand and messaging Conjoint analysis Surveys TURF analysis Strategic planning In-depth interviews Recruitment Discrete choice Focus groups Research · Alumni engagement analysis Fundraising Segmentation Max differential · Image and perception Creative testing Factor analysis **Capabilities** Brand positioning and Brand launch planning Metrics and ROI platform development Paid media strategy evaluation Multi-year institutional Message creation and planning Strategy Content strategy marketing plans and mapping Data-driven personas development · Competitor analysis Digital marketing Brand assessments planning Capabilities Video Production Visual identity · Web, digital, and social Brand anthem Animation and Logo development Experiential Guidelines Trainings and motion graphics Creative Advertising workshops Video series · Virtual reality Marketing collateral Brand campaigns · Television spots Content development Enrollment campaigns Video and radio · Capital campaigns Aerial drone Capabilities **Technologies** Drupal Content strategy · Website design OmniUpdate WordPress SEO strategy **Digital** Terminal4 Analytics review Custom CMS builds Cascade Digital viewbooks Custom applications Email marketing Touchscreen displays

2020 CASE Recognition



Kenyon College We Make the Noise

Video / Student Recruitment

Award Level: Silver

Award: Circle of Excellence

"The sound also seemed to unite the entire campus, as though every student was learning in unison."



Hawai'i Pacific Turnaround

Communications Improvement

Award Level: Silver

Award: Circle of Excellence

Marketing Improvement

Award Level: Silver

Award: Circle of Excellence

"This entry was the stand-out in the category and one that could act as an exemplar for other institutions.

It is evidence-based communication at its finest."

Cal Poly Brand

Visual Identity Systems

Award Level: Gold

Award: Circle of Excellence

"The result is a durable, data-driven, active brand engineered to showcase Cal Poly's people and problem-solving rooted in California and impacting our world."



Experience and Qualifications / Our Clients

More than 300 colleges, universities, and higher education associations have looked to us for expert research, strategy, creative, and digital.

Agnes Irwin School Albion College Albright College Alfred University

American Council on Education (ACE)

American International College

American University

American University, Kogod School of Business American University, School of International Service

Arkansas State University Arkansas Tech University

Asbury University

Association of Public and Land-Grant Universities

(APLU)

Assumption College Athens State University

Auburn University Auburn University, College of Agriculture

Auburn University, College of

Liberal Arts

Augustana College Babson College

Ball State University **Baylor University** Bentley University

Bentley University, Alumni Association

Berry College **Bethel University** Bowie State University

Boys and Girls Clubs of Greater Milwaukee

Brooklyn Law School Buena Vista University **Butler University**

California College of the Arts

California State University, Northridge California State University System

Cal Poly

Canisius College

Carondelet High School The Cathedral School Centenary College Chatham University

The Chronicle of Higher Education

Clark University Clayton State University

Colby College

College of DuPage Columbia College Chicago Cornish College of the Arts

Council of Colleges of Arts & Science (CCAS)

Covenant College Creighton University

CUNY Guttman Community College CUNY Macaulay Honors College CUNY School of Professional Studies

Delaware Valley University

Drew University

Drexel University, Thomas R. Kline School of Law

Drury University

Eastman School of Music

Eastern Association of College and University Business

Officers (EACUBO) Earlham College **Emerson College**

Emory University, School of Law

Eureka College Fairfield University

Fashion Institute of Technology

Florida Gulf Coast University Florida State College at Jacksonville

Fordham University Franklin & Marshall College

Franklin Pierce University Fulbright Scholar Program (CIES)

Gamma Phi Beta International Sorority

George Mason University

George Mason University, English Department

George Mason University, School of Policy, Government

and International Affairs Georgia Institute of Technology

Georgia State University Grove City College **Guilford College**

Gustavus Adolphus College Harford Community College

Hartwick College

Hawaii Pacific University Hollins University Holy Family University

Hood College

Indiana Institute of Technology Indiana State University

Indiana University Indiana University, Kelley School of Business Indiana University, South Bend Indiana University of Pennsylvania

Indiana University-Purdue University Fort Wayne

Indiana Wesleyan University

Ithaca College

Johns Hopkins University, Bloomberg School of Public Health

Johns Hopkins University, Center for Talented Youth

Keck Graduate Institute Kendall College Kenvon College Lafayette College

Lancaster Theological Seminary

Language Testing International Lebanon Valley College Lehigh University Lesley University Lewis University Lindsey Wilson College London Business School

Lovola Law School Lovola Marymount University I LA

Lovola University Chicago Loyola University Maryland Malone University

Manchester College Marguette University Mary Baldwin College

Maryville College Massachusetts College of Liberal Arts

McLean School of Maryland Mercyhurst University Meredith College

MGH Institute of Health Professions

Miami University

Miami University, Farmer School of Business

Michigan State University Michigan State University.

College of Law Michigan State University, College of Music

Michigan State University, College of Veterinary Medicine Michigan Technological University Midwestern State University

Mills College

Milwaukee World Festival

Missouri University of Science and Technology MIT, Sloan School of Management

Montclair State University Montserrat College of Art Mount Holyoke College Mount St. Mary's University (CA)

Mount St. Mary's University (MD) National University National University System

Nazareth College Neumann University

New Hampshire Institute of Art New Jersey City University **New York University**

Niagara County Community College Niagara University

Noble and Greenough School North Carolina State University North Central College

Northcentral University Northfield Mount Hermon School

Northwestern University Northwestern University, McCormick School of

Engineering

Northwestern University Medill School of Journalism,

Media, Integrated Marketing Communications Notre Dame of Maryland University Nova Southeastern University

Oklahoma City University Oregon Episcopal School Oregon State University Our Lady of the Lake University

Pennsylvania State University, Smeal College of

Philadelphia University Plymouth State University Pratt Institute

Princeton Theological Seminary Purdue University

Purdue University, Alumni Association

Purdue University, Krannert School of Management Purdue University, Purdue Polytechnic Institute

Quinsigamond Community College Randolph-Macon College

Regis University

Relay Graduate School of Education Rochester Institute of Technology

Rosemont College Rutgers University Rutgers University Foundation Saint John's University Saint Joseph's Preparatory School Saint Joseph's University

Saint Mary's College of California

Saint Peter's University Saint Stephen's Episcopal School

Santa Clara University Simon Fraser University Society for Science & the Public South Dakota State University Southern Connecticut State University Southern Oregon University

South Texas College of Law Spelman College

Stephen F. Austin State University

Stetson University

Stevens Institute of Technology

Stevens Institute of Technology, School of Business

St. Louis Community College

Stonehill College Stony Brook University SUNY Cortland

SUNY New Paltz Graduate School

SUNY System Sweet Briar College Svracuse University Temple University Texas Christian University The College of New Jersey

The Evergreen State College The Medical Foundation of North Carolina, Inc.

The Ohio State University

The University of Oklahoma Price College of Business

Thomas Edison State University

Tompkins Cortland Community College

Union College United States Naval Academy Alumni Association &

Foundation

United States Institute of Peace University of Akron University of Arkansas at Monticello

University of California System University of California, Berkeley University of California, Davis

University of California, Irvine University of California, Riverside

University of California, Riverside, School of Business

University of California, San Francisco University of California, Santa Barbara

University of California, Santa Cruz University of Cambridge,

Judge Business University of Colorado, Colorado Springs University of Dayton University of Delaware

University of Detroit Mercy University of Georgia School of Law University of Hartford

University of Indianapolis University of Louisville

of Management

University of Massachusetts, Amherst, Isenberg School

University of Michigan, Alumni Association University of Michigan, Ross School of Business University of Missouri System University of Missouri, Columbia University of Missouri, School of Law University of Missouri, St. Louis University of New Brunswick University of North Carolina at

Chapel Hill

University of Oregon University of Pennsylvania, College of Liberal and

Professional Studies

University of Pittsburgh University of Richmond University of Rochester

University of San Francisco University of Sheffield University of the Pacific

University of Virginia, Alumni Association

University of Washington University of Wisconsin-Madison

University of Wisconsin-Madison, Alumni Association University of Wisconsin-Madison, School of Pharmacy

Ursuline College Utah State University

Vanderbilt University, Owen Graduate School of Management Vanguard University Villanova University

Villanova University College of Engineering

Villanova University, School

Villanova University, School of Law Virginia Military Institute

Wartburg College

Washington International School Washington State University, Elson S. Floyd College of

Medicine

Wentworth Institute of Technology Western University of Sciences

Westminster College Wheaton College Wheeling Jesuit University Wheelock College

Whitman College Wilkes University Woodward Academy

Worcester Polytechnic Institute Worcester Polytechnic Institute, Online Graduate

Programs Worldstrides Wright State University **Xavier University**

York College of Pennsylvania Youngstown State University

Cal Poly



Cal Poly Research / Strategy / Creative / Digital



In January of 2018, SimpsonScarborough launched an exhaustive and fully-integrated branding process that included research, strategy, and creative for both the Cal Poly institutional and capital campaign brands.

It's not often that something that's been a part of your institution is so ill-described. But that's what we found at Cal Poly. The institution was founded on the idea of *Learn by Doing*. It was the first thing off the tip of the tongue of every internal stakeholder and hands-on experience was highly desired by prospective students and employers.

Our research work included both qualitative and quantitative testing with more than 3,300 respondents from prospects, faculty, staff, current students, alumni, board members, academic peers, and more. The insights led to a clear messaging and positioning strategy and—working alongside the university marketing team—a new university logo and identity, website, brand and identity guidelines, visitors center graphics, photography and video assets, and the successful launch of a capital campaign.

Full case study—simpsonscarborough.com/work/cal-poly

Approach

- Comprehensive research, brand strategy, and creative.
- 18-month project that included deep campus engagement with senior leadership, Deans, faculty and staff, students groups, Alumni Advisory Boards, and other stakeholders.
- Created and successfully rolled out a new university logo, color palette, typography, and brand architecture system and guidelines.
- Developed a brand concept and key prototypes while also producing campus environmentals and graphics to support the opening of the campus visitors center.
- Named and created the messaging strategy and identity for the \$700,000 "The Power of Doing" campaign, campaign case statement, and website.

It was really important to feel like we had a true partner.

We're the type of client that gets really hands-on, that gets in the weeds. This partnership's proven to be exactly what we'd hoped it would be, one in which we truly worked together.

Royaa Silver

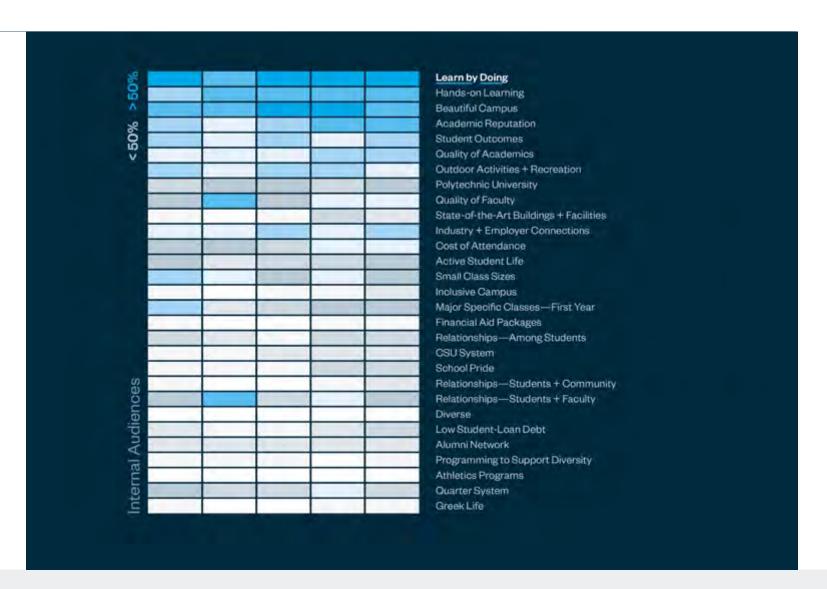
Associate Vice President, Creative Services

Learn by Doing Internal Audiences



84% of Internal Audiences Identified "Learn by Doing" as Cal Poly's greatest strength.

Evaluating Cal Poly's internal audience perceptions led to key insights into the strengths of school among its stakeholders.



Learn by Doing Internal Audiences



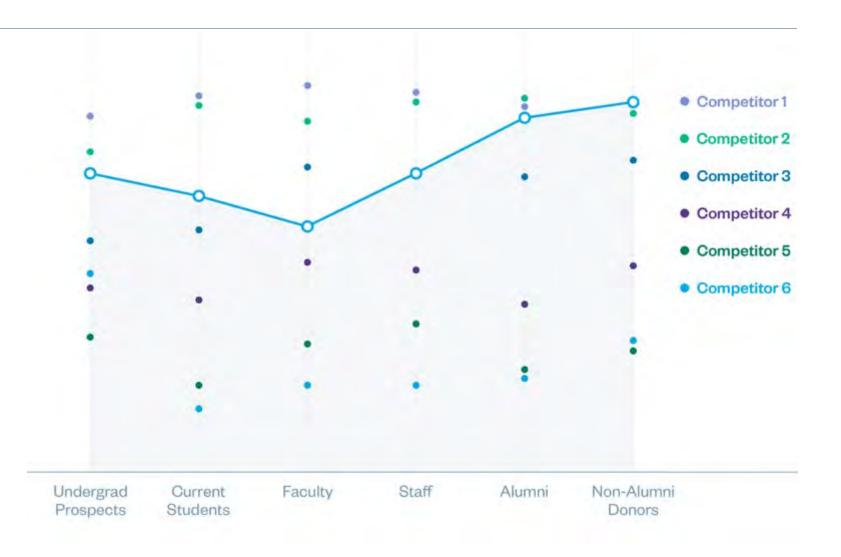
Rating of Cal Poly and Competitor's Academic Quality - % Excellent.

To help define goals to assist Cal Poly in developing a new identity, we needed to understand where they stand in perceived academic quality among their peers in order to identify opportunities and room for growth.

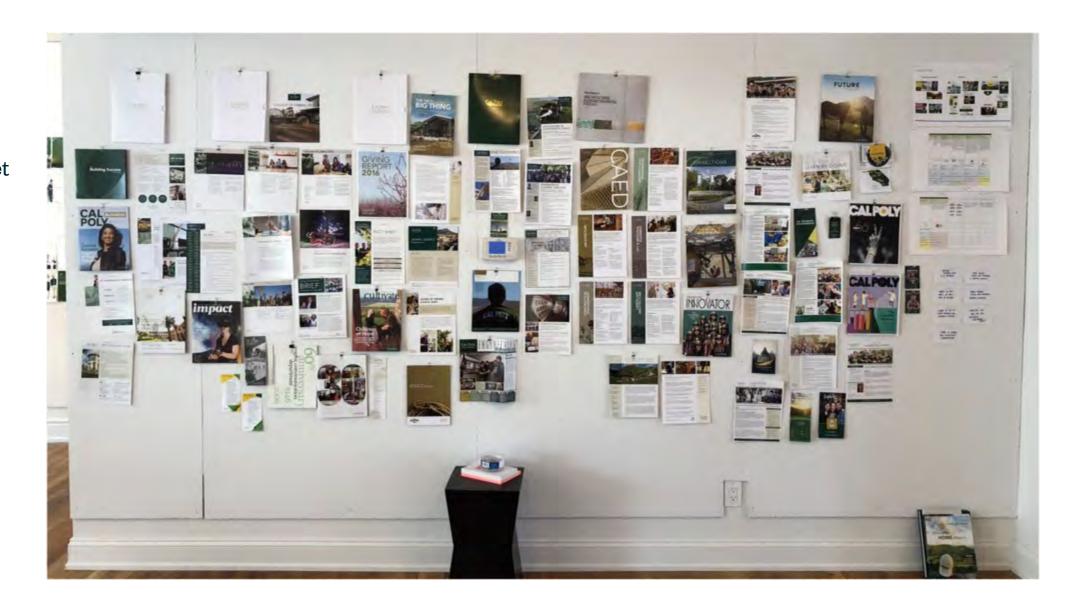
The research enabled buy-in from a cross section of the campus and served as a catalyst for people to look at the brand collectively.

James Maraviglia

Vice Provost for Enrollment & CMO



Along side our quantitative and qualitative research, our brand and identity audit included reviewing every piece of marketing collateral we could get our hands on.



BRAND MANTRA

"People and problem-solving centered in California and impacting the world."

BRAND PILLARS

Our approach to education

We educate the head and the hand, readying accomplished students who value the link between knowledge and application and are confident in their ability to make an impact.

LEARN

How we do it

We focus on putting learning into practice by working across disciplines and having extensive partnerships to address today's (and tomorrow's) most pressing challenges

BY

ts impact on others

We make a difference every day in industries, communities and lives across California and around the world.

DOING

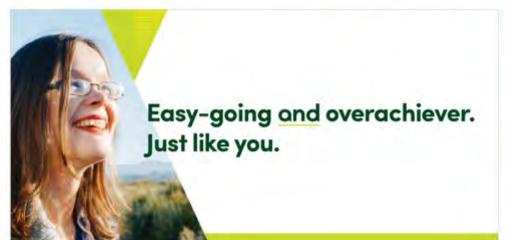






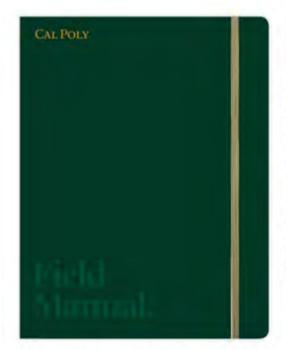














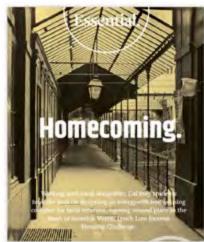






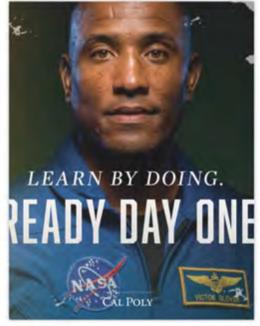














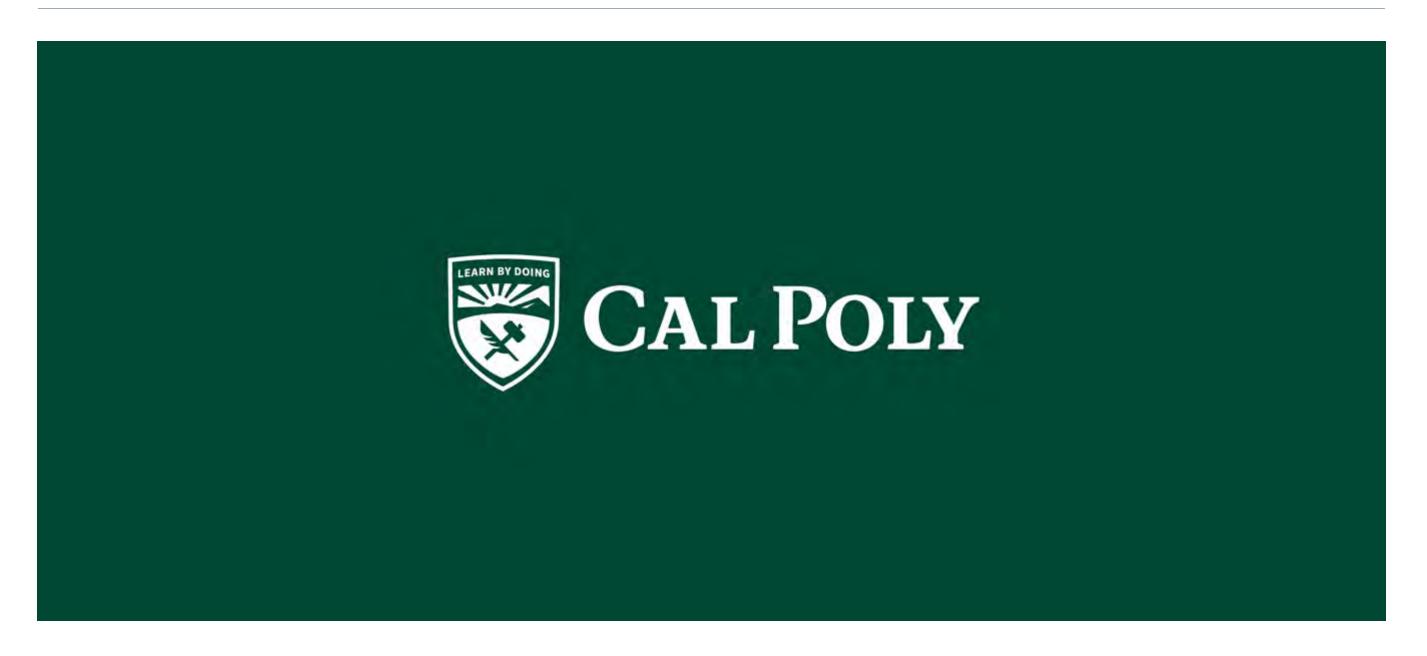














Rays

The sun's rays represent both learning and our sunny California location.



Bishop Peak

The silhouette provides a unique sense of place and is representative of achieving the highest of higher education's heights.



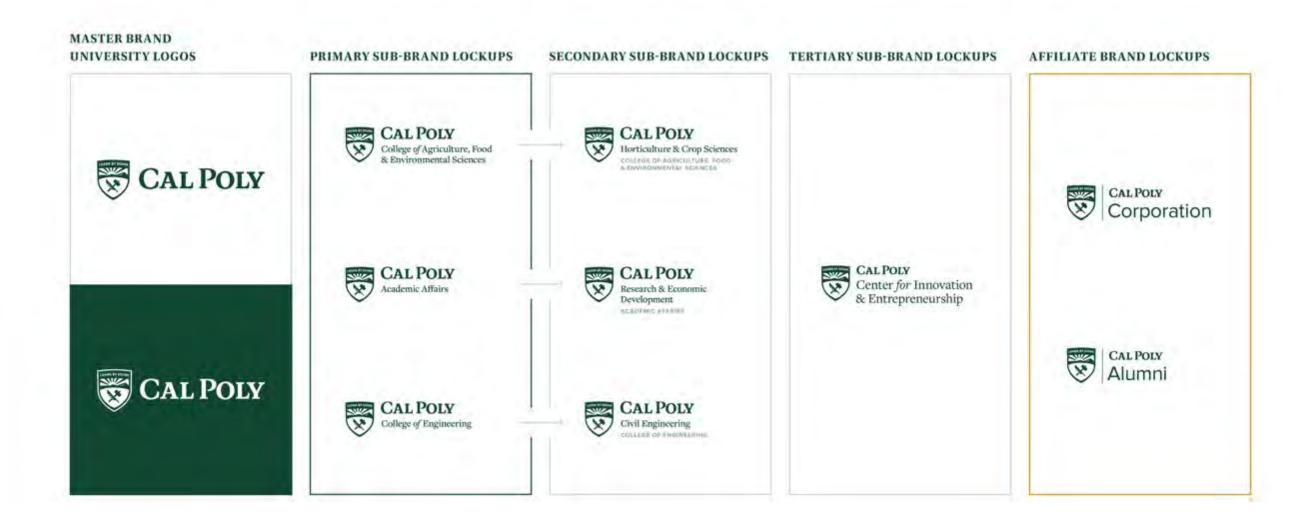
Learn by Doing

Our philosophy and Cal Poly's first piece of marketing (and, today, its most recognizable across all audiences).



Hammer & Quill

Visually represents Learn by Doing and ties back to the shield within Cal Poly's seal.

















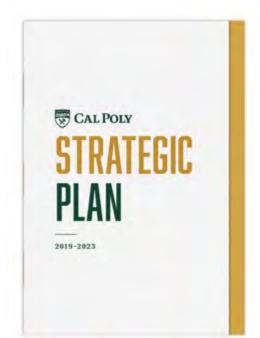
















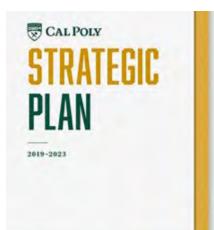




















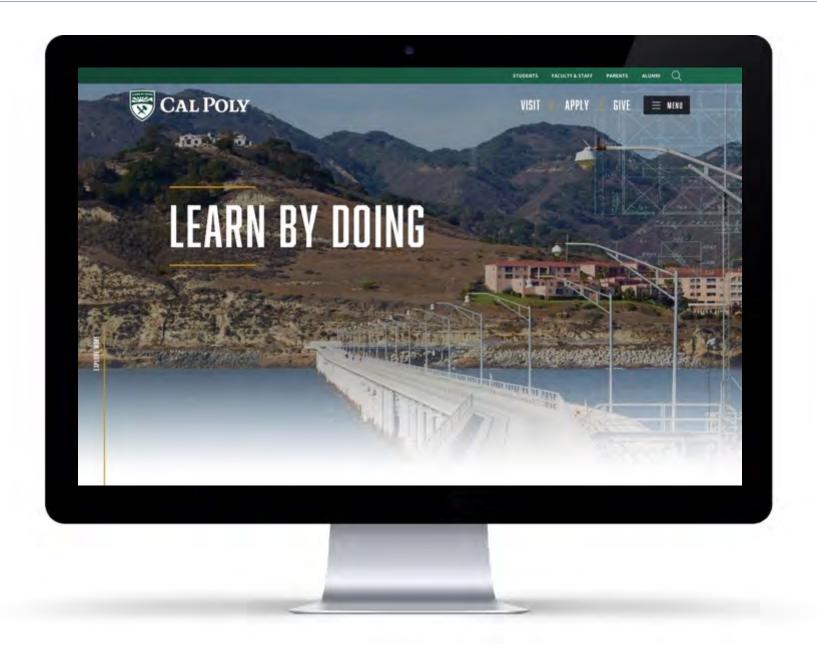






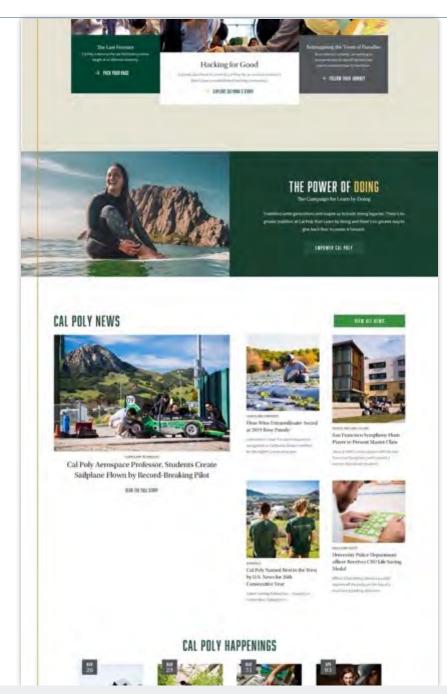






Relevant Experience / Case Study — Cal Poly







Stony Brook University

Stony Brook University

Research / Strategy / Digital / Creative



Developing an understanding of audience wants and needs to build a genuine connection and establish a relationship to build on for years to come.

The Stony Brook Marketing and Communications team was facing a broad set of challenges and searching for a partner who could help them prioritize their short-and long-term goals to develop a marketing and media campaign that would support them. After conducting in-depth quantitative and qualitative research, we worked with the Stony Brook team to build a comprehensive campaign from the ground up, including everything from competitor assessment to brand guidelines and paid media strategy.

Approach

- Established baseline audience engagement through quantitative and qualitative research
- Developed integrated marketing and media approach to support:
 - o Capital campaign goals
 - Building brand affinity with internal and external audiences
 - o Improve reputational rankings
- Developed comprehensive brand identity, including creative development for print, video, paid advertising, and website design & build
- Delivered campaign reporting representative of pacing to goals

Results

- First integrated marketing effort in the University's history.
- Record-setting comprehensive fundraising campaign.
- Peer reputation scores have climbed every year since campaign launch from 3.16 (2016) to 3.34 (2021).
- NPS scores have increased across all key audiences (prospects, internal, counselors).
- Delivered ~42MM impressions and 120K clicks; and reported 26% brand lift measured during the 6-week digital advertising campaign.
- Seven CASE District II awards, the most the university had ever won.

Program Goals

Long-Term

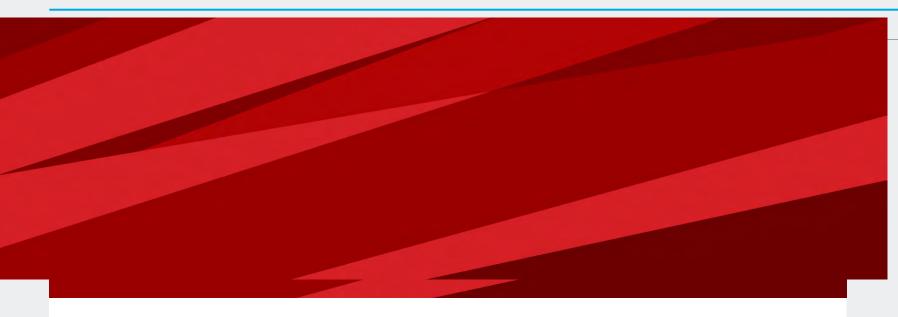
- Increase "1st choice" among top students and faculty
- Improve reputational rankings
- · Increase visibility and favorability among the general public
- Increase alumni engagement and donor participation
- Increase attention from the media, legislators and funding agencies
- A more dynamic brand culture on and around campus

Year One

- Launch Capital Campaign
- Build the brand foundation
- Seed brand on campus
- Excite and educate internal audiences
- Begin "living" the brand
- Begin to communicate to external audiences

Key Findings

- Audiences see Stony Brook as a driven, imaginative community in which students, faculty and staff are committed to understanding and advancing issues critical to society and the world.
- Stony Brook's leadership in the fields of science, technology, engineering, math and medicine is recognized as a strength, but there is an opportunity to drive greater awareness of other programs.
- Those closest to Stony Brook students, faculty and staff have a tremendous pride in Stony Brook and embrace the University's global, hard-working community. They expressed a strong desire for the University to tell its diverse story in a bolder more distinctive way.
- Outdated perceptions about Stony Brook's past for example,
 being predominantly a commuter school and having large class sizes
 still prevail.
- The University's value in delivering a high-quality education while maintaining a level of access and affordability and serving underrepresented populations is a key differentiator.



BRAND PILLARS

Our shield's five rays are symbolic of our brand pillars.

STEMM

Our roots in the fields of science, technology, engineering, math and medicine have earned us an International reputation and an ability to innovate like no other university.

VALUE

We offer a top-tier education that is accessible to all, and we position our graduates to make an immediate positive impact on the world.

DIVERSITY

Our community is a mosaic of cultures, backgrounds and interests that represent and celebrate contemporary and global perspectives.

STEWARDSHIP

We're committed to engaging and leading in the understanding and advancement of issues critical to our community, society and world.

MOMENTUM

The youth of our University and the opportunities it provides our students, faculty, researchers and alumni are evident in every step we take. Not steeped in tradition, but propelled by vision.

PERSONALITY

DRIVEN, CURIOUS, HANDS-ON, WELCOMING, PROUD

WE ARE THE CURIOUS THE EXPLORERS. THE INNOVATORS

UNBOUND BY TRADITION, UNLIMITED IN OUR POTENTIAL PROPELLED BY A VISION OF A BOLD NEW FUTURE WE ARE PASSIONATELY ENGAGED IN THE ISSUES OF OUR TIME

WE EMERGE FROM STONY BROOK WITH

THE MOMENT®M TO MAKE A REAL DIFFERENCE

OUR SPIRIT IS EMPOWERED BY WHO WE ARE AND WHAT WE'VE LEARNED IT DRIVES HE IN DUDSHIT OF

IT DRIVES US IN PURSUIT OF THE BIG IDEAS

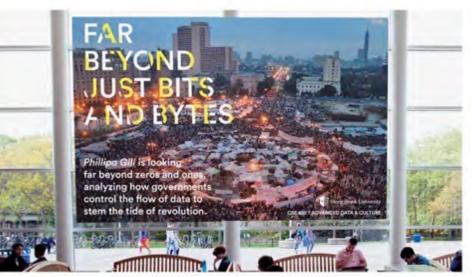
THAT WILL TRANSFORM OUR LIVES
AND IMPACT OUR WORLD

WE ARE STONY BROOK UNIVERSITY

WE REACH ACROSS BOUNDARIES. WE BREAK THROUGH EXPECTATIONS

WE GO FAR BEYOND













Relevant Experience / Case Study — Stony Brook University, Brand Launch Strategy

Highest Priority

Building Over Time

Current Students, Faculty and Staff

Alumni & Donors

Key Influencers

Higher Ed Peers

Prospective
Students, Parents
& Counselors

Targeted Public(s)

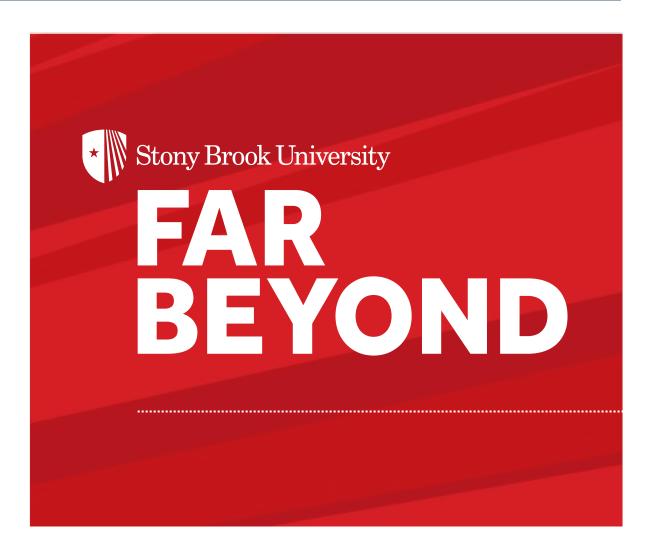












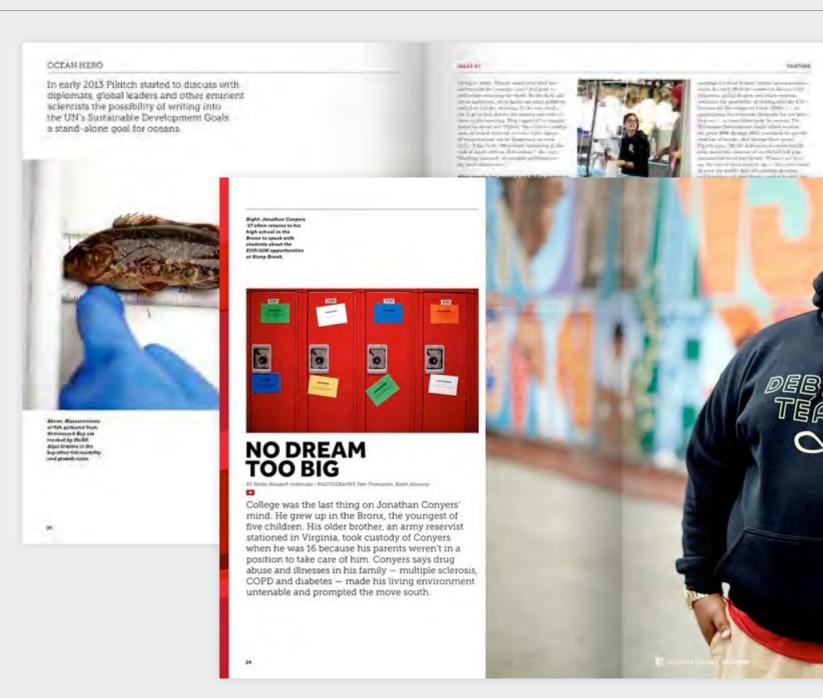




Relevant Experience / Case Study — Stony Brook University, Brand Activation











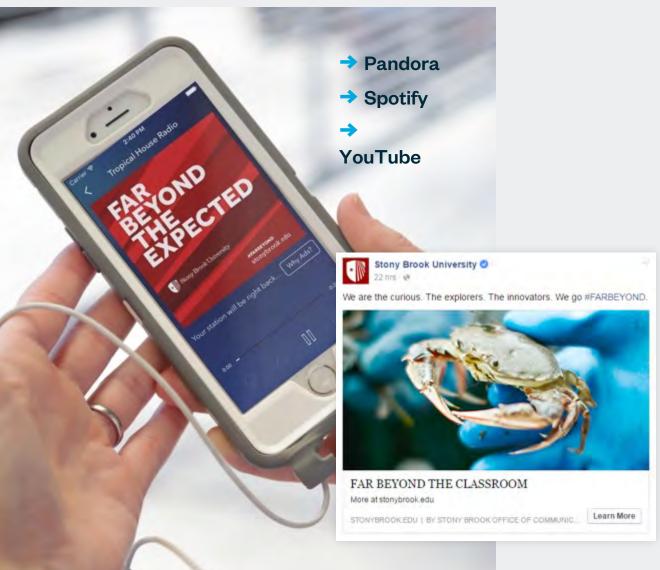






Stony Brook University O

Relevant Experience / Case Study — Stony Brook University, Digital Advertising







LEARN MORE

stonybrooku We are the curious. The explorers. The innovators. Relentless in pursuit of tomorrow's big

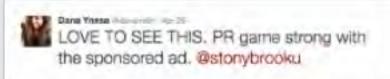
ideas. We go #FARBEYOND

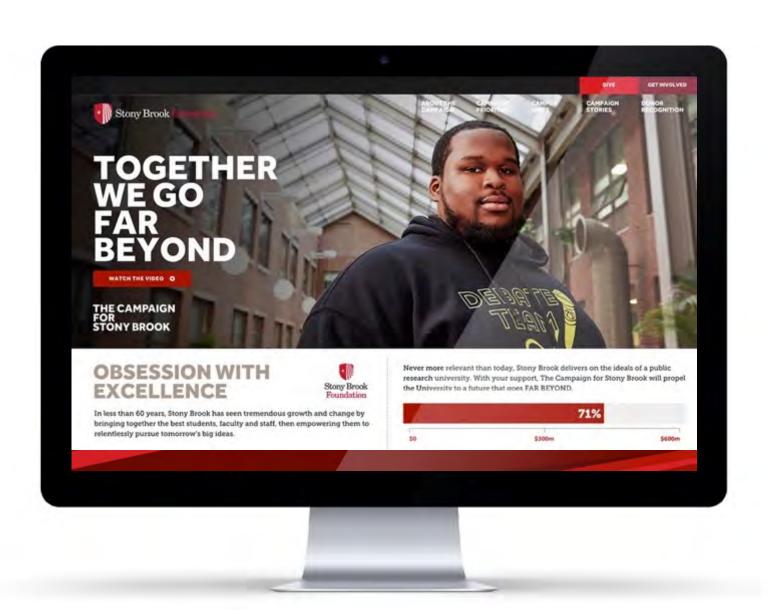


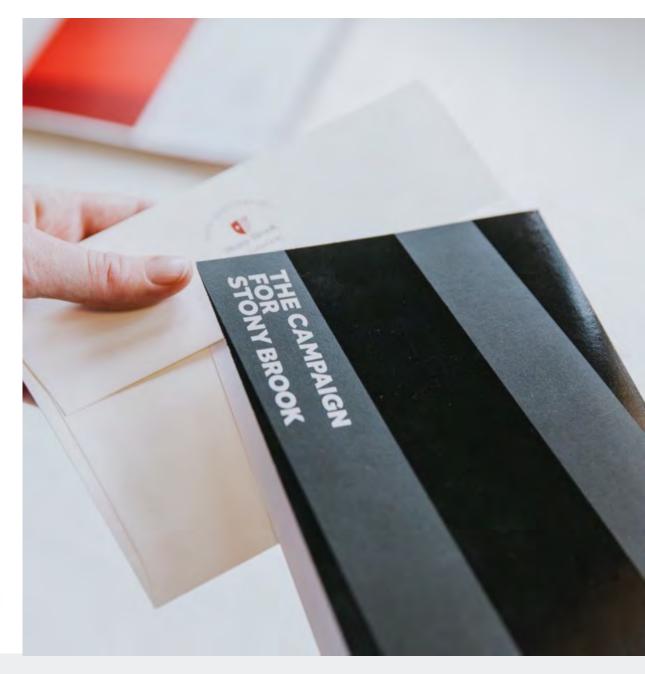










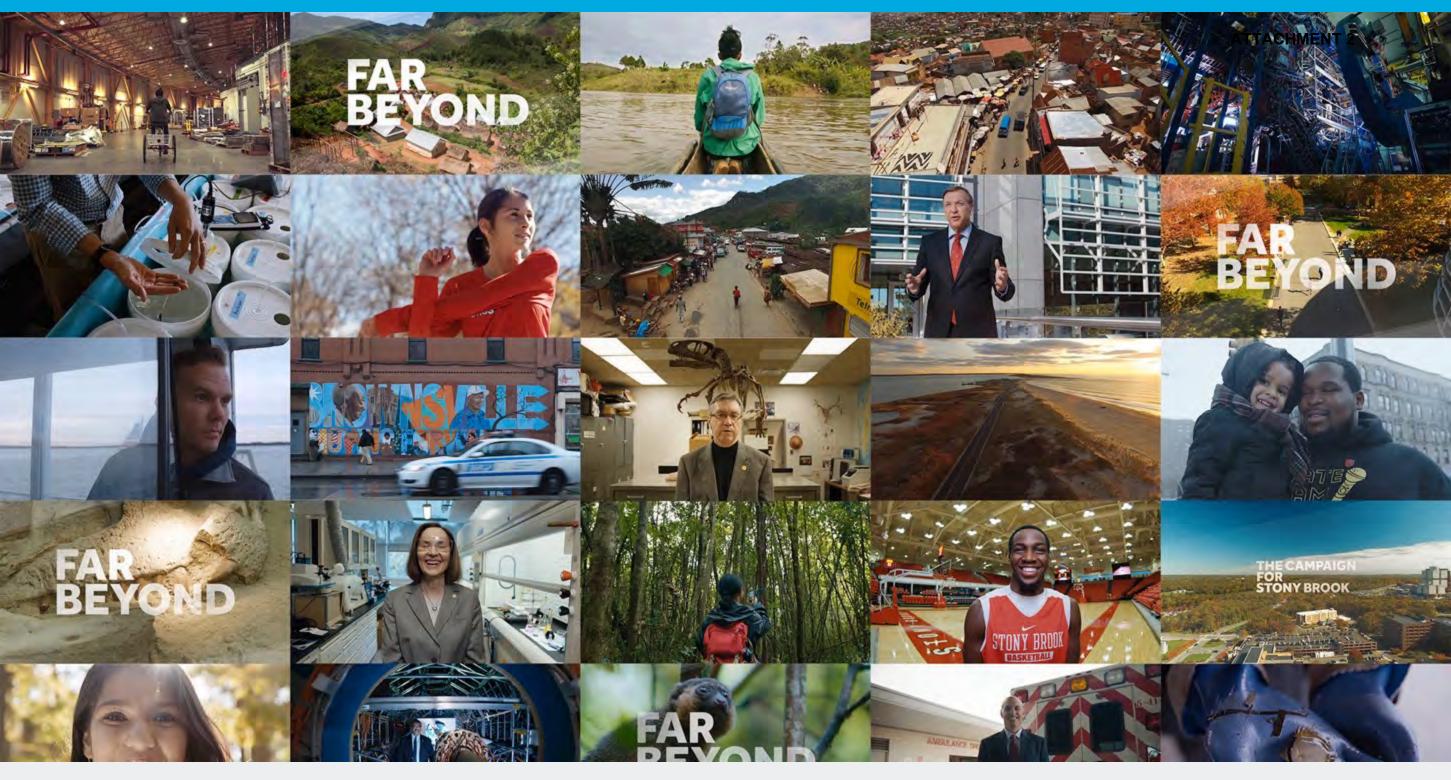


Relevant Experience / Case Study — Stony Brook University, Campaign



Relevant Experience / Case Study — Stony Brook University, Campaign





Stony Brook University

Research / Strategy / Digital / Creative



Brand Metrics —

Brand Health

- Opinion of Stony Brook
- Change in opinion over time
- Familiarity with Stony Book
- Familiarity with competitive set
- Pride in association with Stony Brook
- Likelihood to recommend to prospective students
- Academic quality
- Alumni Engagement

Brand Launch

- Level of agreement with key brand messaging
- · Awareness of "tagline"
- Effectiveness of campus banners, posters and signage
- Effectiveness of comms and advertising
- Effectiveness of website comms

Advertising Digital

- Impressions
- Video views
- Clicks
- CTR
- CPC
- Social engagement
- Brand lift

Advertising Traditional

- Readership
- Impressions
- Estimated eyes on

Website

- Total visits
- Time on site
- Page views
- New/return visitors
- Bounce rate
- Traffic sources
- Request for Information
- Campus visit
- Application
- Content engagement
- Impact and effectiveness of website

Butler University



Butler University Research / Strategy / Creative / Digital



We're privileged to enjoy long relationships with many of our clients; Butler University is no exception.

Following extensive, in-depth research in 2014, we determined the Bulldogs should focus their brand strategy on the remarkably successful outcomes Butler grads regularly achieve. Ultimately, we suggested a positioning centered around "The Right Outcomes. The Right Way."

We then helped Butler to establish a system for regularly measuring their brand equity over time.

And following another deep dive into Butler's brand, we recently widened the Butler outcomes story and doing something no one in or outside of the University had ever been able to do—effectively and efficiently (and emotionally) bring "The Butler Way" to life—in a way that widens the brand strategy to other audiences and sets the tone for an upcoming fundraising campaign.

Approach

- Conducted comprehensive research to measure awareness and perceptions.
- Developed a brand positioning statement and an extended messaging map.
- Established baseline data to measure brand equity.
- Have refined and re-worked their original positioning to help establish a broader context for the brand to support an upcoming fundraising campaign.
- Developed an overall brand mantra/narrative as well as campaign names and concepts.
- Extended brand concept and messaging across all schools and colleges
- Developed a Mascot Strategy to flex the brand promise and personality around leveraging a beloved university asset

Results

- 11% increase in web visitors.
- 31% application increase.
- 21% overall deposit increase.
- Largest incoming freshman class in Butler history (2016).
- Growth in brand equity index towards 2020 strategic plan goal.
- 8% increase in students selecting Butler as an excellent school from an aided list.
- 9% increase in students who were somewhat or very familiar with Butler.
- 17.5% increase in students indicating they are interested in attending.

Aided Identification of Excellent Schools UG Prospects, By Region





This data has been anonymized to protect Client.

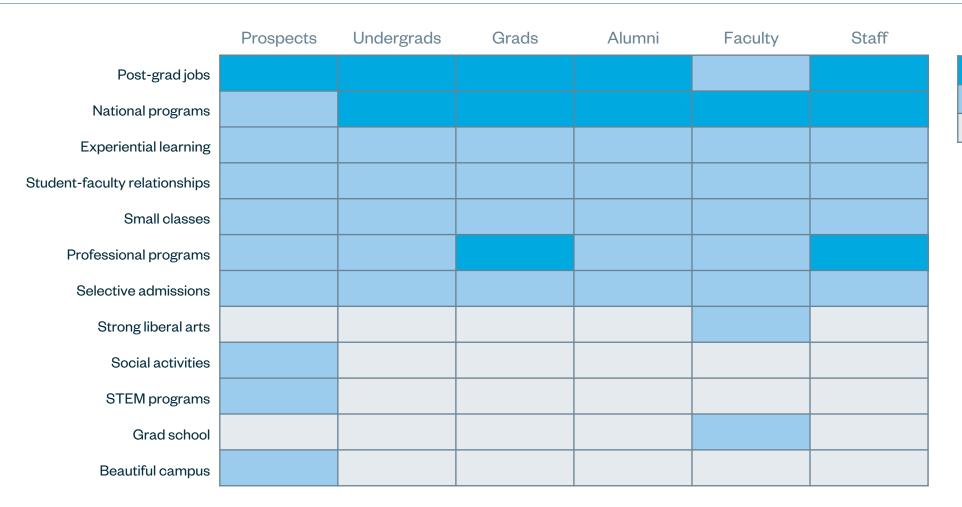
Most Important College Attributes All Audiences



> 50%

30-50%

< 30%

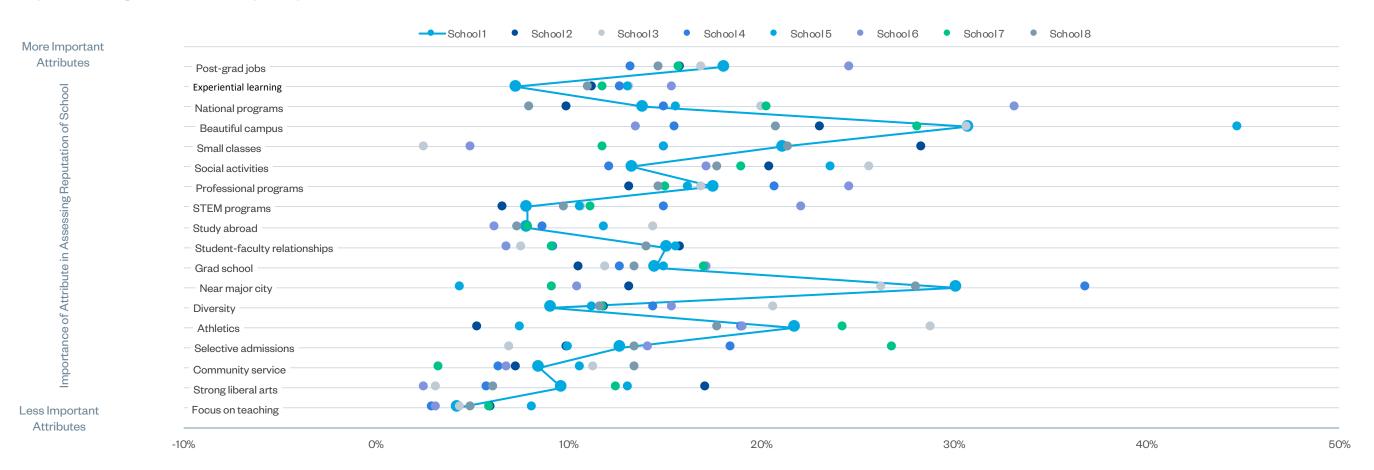


This data has been anonymized to protect Client.

Top Associations with Butler and Key Competitors UG Prospects



Important College Attributes vs. Top Competitor Associations



This data has been anonymized to protect Client.

Case Study / Butler University — Concept Narrative

BRAND PROMISE

THE RIGHT OUTCOMES. THE RIGHT WAY.

POSITIONING STATEMENT

Butler University readies its students for successful careers and meaningful lives by combining an intimate academic environment with real-world experiences to create compassionate, adaptive thinkers.

A good life is more than a good job. And a college degree is more than what you learn in the classroom. At Butler, the meaningful interactions and experiences you share with a close-knit community ensure that you're ready. Small classes, opportunities to engage directly with faculty, and real-world experience through internships, research with faculty mentors, performances, and community engagement give students the knowledge and skills required to get to work. The Butler Way drives us to always seek better—better outcomes, a better community, and a better world.

BRAND PILLARS

HIGHER LEARNING

An experiential education that prepares students for successful careers and lives of purpose.

GREATER DOING

Students and graduates put their education into action every day in communities at home and around the world.

BETTER LIVING

Empowering graduates to lead meaningful, productive, and rewarding lives.

BRAND PILLARS

HIGHER LEARNING

An experiential education that prepares students for successful careers and lives of purpose.

GREATER DOING

Students and graduates put their education into action every day in communities at home and around the world.

BETTER LIVING

Empowering graduates to lead meaningful, productive, and rewarding lives.

SAMPLE PROOF POINTS

No. 1 Most Innovation (Innovative) School among Midwest Regional Universities (U.S. News and World Report, 2018).

No. 2 overall among Midwest Regional Universities (U.S. News and World Report, 2018).

94 percent of Butler grads agree or strongly agree their professor made them excited about learning as a student on campus (Purdue-Gallup Index, 2016).

82 percent of Butler grads agree or strongly agree it was the perfect school for them, a rate 15 percentage points higher than the national average (Purdue-Gallup Index, 2016).

Gallup identified six critical experiences related to academic support and experiential learning that are strongly associated with how graduates fare in life. Butler excels in each of these areas, outperforming other universities in Indiana, and the national average. Butler is listed among the best in the nation for internships, the firstyear experience, study abroad, and undergraduate research/creative projects (U.S. News and World Report, 2018).

95 percent of students participate in some form of internship, student teaching, clinical rotation, research, or service-learning experience

100 percent of students participate in a community-engaged learning course, and 94 percent are involved in some other volunteer experience while at Butler University.

Butler earned the 2015 Community Engagement Classification by the National Carnegie Foundation. 97 percent placement rate (2016)

No. 1 in the nation for business internships (Bloomberg Business Week)

Butler graduates outperform other universities in Indiana, and the national average, in five key areas of well-being (Gallup Healthways Well-Being Index, 2016).

Nearly 80 percent of Butler graduates are deeply interested in their work (Gallup-Purdue Index, 2016).







Relevant Experience / Case Study — Butler Mascot Strategy

BUTLER UNIVERSITY WHO IS BUTLER BLUE? LIVE MASCOT STRATEGY & GUIDELINES STUDENT RECRUITER CULTURAL ATTACHÉ BUSINESS ADVISOR Every fall and spring, Blue hits the When he's not at Clowes Hall introducing An entrepreneur at heart, Blue loves road making in-home visits to the best a new act, you may find him in the to "advise" local businesses, celebrate and brightest in Indiana and beyond. media studio at CCOM mixing tracks when students line up great internships, He generates a freshman class and or compiling a new Spotify playlist. and grow his own line of apparel and national publicity for Butler. Off campus, he frequents Newfields merchandise. for exhibition openings or the Indianapolis Public Library sharing his book with future Butler students. Unit Impacted Unit Impacted Unit Impacted · Butler University · JCA · Lacy School of Business · Enrollment Management · LAS · CCOM

HOW BLUE COMMUNICATES

VOICE & TONE

Butler Blue lifts the spirits of all who come in contact with him. Content for Blue is at times lighthearted and fun. At other times, the content is showcasing a strategic initiative at Butler University. While Blue supports various organizations outside of the University, Blue doesn't wade into polarizing or controversial subject matter.

His tone is

- · Positive
- · Lighthearted
- Excited
- · Supportive
- · Spirited

DIGITAL COMMUNICATIONS

Butler Blue has a select number of digital channels where he "speaks". The official accounts are below. New platforms and accounts are not to be created without express consent from the Butler University division of Marketing and Communications.

Official Blue accounts

- · Twitter @TheButlerBlue
- · Instagram @TheButlerBlue
- · Facebook facebook.com/TheButlerBlue/
- · YouTube youtube.com/ButlerBlue
- · Snapchat

VISUAL

LIVE MA

Butler Blue is and off camp we adhere to is in public ar or captured o

- · Do have his harness/lea
- · Do dress hi athletic eve
- · Do dress for university e
- · Do dress hi surroundin (e.g. lab coa
- · Do use Blue the Changir photoshoot:

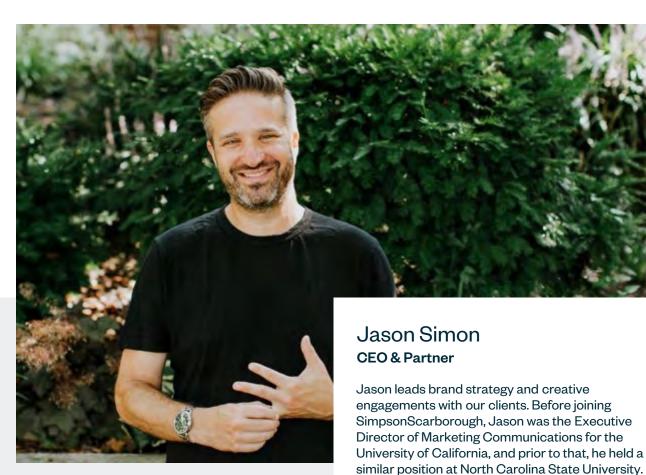


Elizabeth Johnson Chairman & Partner

Elizabeth is a nationally-recognized expert in the use of research to drive strategic marketing and branding efforts for colleges and universities. An industry leader, she annually leads scores of workshops and presentations at a veritable alphabet soup of higher education-related conferences and symposia.

When she's not presenting on research techniques, brand strategy, marketing metrics, and ROI, you'll find her practicing what she preaches with our clients nationwide.

Education: James Madison University (B.S. in Mathematics); Fordham University (M.B.A. with a concentration in Marketing)



Earlier in his career, he served in brand strategist

roles supporting corporate and consumer brands.

Jason was honored as the American Marketing

Association's Higher Education Marketer of the

Education: North Carolina State University

Year in 2013.

(B.A. in Communications)

Qualifications and Personnel / Strategy & Accounts



Matt McFadden VP, Strategy

Working at the intersection of research and creative, Matt oversees our strategy team, leading research and brand projects. Matt wrote the inaugural Give Day strategy for Clemson University in 2015, recently led brand and campaign strategy projects for Cal Poly and Seattle University, and is currently leading institutional brand strategy projects for the University of Florida and the University of Washington.

Education: Auburn University (B.S. in Marketing)



Kristen Creighton VP, Accounts

Skillfully ensuring the needs of our clients are met while working closely with our internal team to provide needed resources, Ryan is a true professional. Throughout his career, he has developed extensive experience in numerous industries including higher education, government, and nonprofit. By facilitating project-level conversations, monitoring job progress, and maintaining client relationships, Ryan delivers amazing results.

Education: James Madison University (B.A. in Communications); Northwestern University (M.S. in Journalism)



Ryan Rekstis Account Director

Skillfully ensuring the needs of our clients are met while working closely with our internal team to provide needed resources, Ryan is a true professional. Throughout his career, he has developed extensive experience in numerous industries including higher education, government, and nonprofit. By facilitating project-level conversations, monitoring job progress, and maintaining client relationships, Ryan delivers amazing results.

Education: The Ohio State University (B.S. in Communication)









Sara Wallace Director, Media Planning & Strategy

Sara has 13 years experience in marketing, media and crisis communications. She has spoken at regional social media and marketing conferences and taught social media marketing and strategic communications in business at the School of Business at SUNY Oswego. Sara has worked or consulted with in varying capacities include SUNY, Stonybrook University, Ithaca College, Roberts Wesleyan and University of Rochester Medical Center. She also has extensive experience planning and buying in media markets across the Northeast and Midwest.

Education: Hobart and William Smith Colleges (B. A. in History & Communications, Political Science and Russian Studies); SUNY Oswego (M.A. in History & Communications)

Andrea Green Integrated Media Specialist

Andrea has experience in email marketing, social media marketing, and media. She has worked in a variety of industries, with clients ranging from Fortune 500 companies to institutions like Rochester Institute of Technology (RIT). Her experience has allowed Andrea to hone her digital marketing skills and discover how a variety of media can tell one cohesive story. She especially enjoys higher education because she believes everyone should have the opportunity to learn, no matter their circumstances.

Education: Rochester Institute of Technology (B.S. in New Media Marketing)

Emma Miller Strategist

Emma leads the development of strategic media and marketing deliverables. By assessing primary and secondary research, communications, marketing analyses, and historical performance, she ensures that campaigns perform to their highest standard. She provides strategic analysis, day to day communications and project management for clients. Emma's client portfolio has included media planning and strategy across the New York, Pennsylvania, New Hampshire and Massachusetts markets.

Education: SUNY University at Buffalo (B.A. in Communication)



Qualifications and Personnel / Creative









Bob Rafferty VP, Creative and Digital

Bob has worked in various agency and in-house leadership roles for his entire career, most recently as managing partner at the digital agency Knowble Media. He spends most of his time working with clients developing digital strategy while also leading the UX/UI and development teams. Bob has been a guest speaker at the American Marketing Association's Higher Education Symposium and has won several innovation awards from the Council for Advancement and Support of Education (CASE).

Education: Wittenberg University (B.A. in Political Science)

Cole Londeree AVP, Creative Director

Cole oversees all design work produced at SimpsonScarborough. She also directs the development of conceptual and tactical brand design for our partner institutions, utilizing her extensive experience working with clients in higher education and beyond. Never complacent, constantly pursuing improvement and growth, Cole surprises virtually no one with the list of awards and honorable mentions she's received from design industry organizations such as Brand New, HOW Awards, and the Columbus Society of Communicating Arts.

Education: Columbus College of Art and Design (B.F.A. in Advertising & Graphic Design)

Mike Roe AVP, Creative Director

Mike is an award-winning creative director and copywriter with over 20 years' experience. He started his career in Los Angeles, where he created copy and concepts for movie posters and theatrical trailers. Since 2010, he has worked almost exclusively in higher education, writing and concepting print, web, and video campaigns for numerous clients including William & Mary, Notre Dame, and Cal Poly.

Education: University of Notre Dame (B.A. in Marketing and Theatre)

Jason Shough Director, Copy & Content

Jason has shaped the voices of brands, both large and small, for more than a decade. As a graduate of the Medill School at Northwestern, he started his career in the Columbus Dispatch newsroom before joining Ohio State as a presidential speechwriter. Since 2014, Jason has worked on the agency and consulting side of the business, writing celebrated campaigns for schools and organizations of all types and sizes. He brings extensive experience in fundraising communications as well as healthcare advertising, having served as lead copywriter for multiple global pharma brands.

Education: Northwestern University (M.S in Journalism, Media, Integrated Marketing Communications); The Ohio State University (B.A. in English)

Approach and Schedule

Proprietary Information Redacted

Fee Structure

Proprietary Information Redacted



References



BUTLER

Stephanie Judge-Cripe, VP for Marketing and Communications

770 West Hampton Drive, Indianapolis, IN 46208 sjudge@butler.edu (585) 475-4727

- Conducted three waves of comprehensive research to measure brand awareness and perceptions. (Baseline: 2013; Wave 2: 2014; Wave 3: 2018).
- Developed a brand positioning statement and an extended messaging map.
- Established baseline data to measure brand equity.
- Developed an overall brand mantra/narrative as well as campaign names and concepts.
- Extended the university messaging to the university's six schools and colleges.
- Currently engaged in full web overhaul, including website redesign and development.

INDIANATECH

Brian Engelhart, VP Marketing and Communications

1600 E. Washington Blvd., Fort Wayne, IN 46803 bwengelhart@indianatech.edu (260)422-5561 X2299

- Deployed online surveys among a variety of internal and external audiences to capture a holistic view of attitudes and perceptions of IT.
- Created a smart, strategic and authentic positioning framework that underscores the full magnitude of the university's people and programs.
- Developed a brand strategy for Indiana Tech centered around three key pillars: Education for one and all, Engagement at the core, and Leading-edge mindset

CAL POLY

Royaa Silver, AVP Creative Services

1 Grand Avenue, San Luis Obispo, CA 93407 rsilve01@calpoly.edu (805) 756-2874

- Comprehensive research, brand strategy, and creative.
- 18-month project that included deep campus engagement with senior leadership, Deans, faculty and staff, student groups, Alumni Advisory Boards, and other stakeholders.
- Created and successfully rolled out a new university logo, color palette, typography, and brand architecture system and guidelines.
- Developed a brand concept and key prototypes while also producing campus environmentals and graphics to support the opening of the campus visitors center.
- Named and created the messaging strategy and identity for the \$700,000 "The Power of Doing" campaign, campaign case statement, and website.

PACIFIC

Marge Grey, AVP for Marketing and Communications

3601 Pacific Avenue, Stockton, California 95211 mgrey@pacific.edu (209) 946-2746

- Performed extensive discovery & assessment of Pacific's site and web assets
- Redesigned website as part of an overall brand development project; web design and development was prioritized based on client timeline.
- Developed video & photography library aligned with new brand and web deliverables.

On behalf of our Alexandria, Oakland, and Columbus offices,

Thank you.

Offices —

Washington, DC 2000 Duke St, Ste 300 Alexandria, VA 22314

Oakland, CA 4008 Ardley Ave Oakland, CA 94602

Columbus, OH 45 E Lincoln St Columbus, OH 43215

Ownership —

Elizabeth Johnson Chairman & Partner esj@simpsonscarborough.com

Jason Simon CEO & Partner js@simpsonscarborough.com

Identification Numbers —

Dun & Bradstreet / 140190922

Tax Identification / 35-2142037

Virginia SWaM / 709980

Contract Authorship —

Chelsea Woodard

AVP, Operations

cw@simpsonscarborough.com





SimpsonScarborough is a woman-owned firm.

ATTACHMENT 1 Signature Page

THIS PAGE MUST BE FILLED OUT, SIGNED AND RETURNED WITH PROPOSAL. THIS SIGNATURE PAGE MAY NOT BE MODIFIED AND MUST BE <u>SIGNED BY HAND</u>. MODIFICATIONS TO THIS PAGE MAY DEEM THE ENTIRE PROPOSAL NON-RESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN.

BY SUBMISSION OF THIS PROPOSAL TO BOISE STATE UNIVERSITY, THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS PROPOSAL IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR PROPOSAL AND UNDER ALL THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S RFP, AS MAY BE AMENDED PRIOR TO THE DATE HEREOF IN ACCORDANCE WITH THE TERMS OF THE SOLICITATION.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE OFFEROR AND THE PROPOSAL IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A PROPOSAL FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR AN OFFEROR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE RESPONSE TO THIS RFP OR ANY OTHER FAILURE BY THE OFFEROR TO CONSIDER THE TERMS AND CONDITIONS IN THE RESPONSE TO THE RFP.

ADDITIONAL OR SUPPLEMENTAL TERMS AND CONDITIONS MAY BE CONSIDERED FOLLOWING THE DATE HEREOF ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SOLICITATION.

Failure to comply with these requirements may result in disqualification and your response being deemed non-responsive.

ADDRESS 2000 Duke Stre	t. Ste 300	
CITY Alexandria	STATE VA ZIP CODE 22314	
TOLL-FREE # N/A	PHONE # 571-257-7251	
	the state of the s	
EMAIL CW@simpsonscar	porough.com	
EMAIL CW@simpsonscal		
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FEDERAL TAX ID / SSN # 35	2142037 E HAND-SIGNED OR SIGNED USING AN APPROVED UNIVERSIT R PROPOSAL TO BE CONSIDERED 11/15/2021	Υ

CONSENT - BAHR

ATTACHMENT 3 - COST PROPOSAL

Based on the fixed budget of \$600,000, please provide a list of costs per the following deliverables and scope of work. We are looking for an idea of how you would break out the budget and where and how you would apply the funds. The \$600,000 is to cover all costs for creative development, ad placement and media buys.

Desired Proposal:

Media mix (ad placements)

Production quality - samples (concept to delivery)

Insight and analytics (tracking of ads)

TACTIC	DETAILS	FREQUENCY	QUOTE	LEAD TIME
New Institutional Spot	Creative development and production of a :30 TV spot and multiple "vignettes" of the faculty featured. To include additional videos (vignette) using the same content for social media (5-15 seconds).	The :30 spot offers broad exposure for the brand, is placed extensively in our marketing and airs during national, athletic broadcasts	Included in the \$145,000 creative asset development costs	TBD upon timing of in-person shoot
Targeted, digital advertising (Google ads, display ads, social media, etc. all in concert with Salesforce integration.)	Location-based, targeted to specific demographics, essential to our digital- first strategy. (Creative, analytics and implementation)	Ongoing, but with an emphasis on fall and spring to help drive enrollment and brand recognition at key times during the academic cycle	\$50,000 includes campaign launch and reporting	6-12 months
Out of Home (billboards)	Billboard placements in Idaho and/or key regions for enrollment (Creative & placement)	Annually for three months	Included in media and creative fees; we will work with Boise State to determine placements	6-12 months
Video Streaming	OTT (over the top) advertising on Sling, Roku, YouTube, etc. (using the new spot)	Ongoing	Same as above	N/A
Brand Platform Development, Media Buying and Support	Assist with brand platform development, media buying, etc.	Ongoing	\$75,000 for brand, marketing, content and media strategy	N/A

\$185,000 media spend

More detail can be found on p. 83 of our proposal.

RFP KK22-119 Page 28 of 28 10/08/2021

RECEIPT CONFIRMATION RFP # KK22-119 Amendment 01

Amendment 01 consists	of the	following:
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 Page 3, Time updates for the following:
 RFP Closing Date:
 11/15/2021 at 11:59 pm Mountain Time -Late responses will not be accepted.

2. Attachment 2 – Questions and answers posted.

---End of Amendment---

NOTE: Return this signed and dated Amendment 01 Receipt Confirmation with your RFP response, otherwise, your bid may be found non-responsive and given no further consideration.

I confirm that I received and reviewed Amendment 01 for RFP #KK22-119

Mordand	11/15/2021	
Signature	Date	
Chelsea Woodard, AVP Operations		
Printed Name		

CONSENT APRIL 20, 2022

IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University (ISU) Renewal of Ellucian Contract

REFERENCE

February 2017 Idaho State Board of Education (Board) approved Ellucian

contract renewal for an additional five years at a cost not to

exceed \$3,318,233

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 2007, Idaho State University (ISU) has relied on Ellucian products (previously SunGard) for enterprise resource planning (ERP) and other software solutions, primarily Banner and Oracle. Successful implementation and years of improvement and application integration have yielded positive results. The University's use of Banner and other integrated products has included numerous licenses and maintenance agreements with Ellucian. These have all streamlined ISU's business and student engagement processes.

ISU is seeking approval to renew its current contract with Ellucian for Banner, Oracle, and the improved Banner Experience solutions for five years. Ellucian provides core enterprise application software for ISU including financial, employee, and student-related processing.

Board Policy V.I.3.a. requires Board approval for purchase of equipment, data processing software and equipment and consulting or professional services exceeding \$1,000,000.

ISU'S initial 10-year contract ended March 31, 2017, and a subsequent 5-year renewal was approved on February 16, 2017. This addendum renews the current contract for another five years at a cost not to exceed \$4,609,876. ISU's general counsel and Purchasing Department have reviewed and approved the addendum renewal with Ellucian.

IMPACT

ISU wishes to maintain use of its current Banner ERP system infrastructure as the cost to change would be significant and far exceed the cost to extend the current contract. This renewal falls within the proposed timeframe for future system-wide ERP convergence and won't impact progress of it. Total cost of this contract is not to exceed \$4,609,876. This planned expense was budgeted in previous program forecasts.

CONSENT APRIL 20, 2022

ATTACHMENTS

Attachment 1 – Proposed Contract

BOARD STAFF COMMENTS AND RECOMMENDATIONS

In 2021, the legislature appropriated \$500,000 for "phase 1" of an Enterprise Resource Planning (ERP) study for the four college and universities. This funding was appropriated to a continuously appropriated fund, so it will not revert on June 30, 2022. The Board's direction to move forward with a common ERP system and the timeframe for actualizing that decision resulted in challenges in determining whether multi-year contracts such as the one proposed here by ISU are in the strategic best interest of the system. Past guidance from the BAHR Committee has been that there be a planned convergence of ERP systems while simultaneously demonstrating responsible stewardship in the interim. As such, in the last sixteen months, Boise State University (December 2020), University of Idaho (April 2021) and Lewis-Clark State College (August 2021) have all entered into five-year agreements with their respective ERP solution vendors.

This requested five-year renewal would allow ISU to maintain critical business and student engagement processes until the timeline for an ERP convergence is developed at a reasonable price. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho	State University to renew an exis	sting
contract with Ellucian for an additional five	years at a cost not to exceed \$4,609,	876.

Moved by Seconded by	Carried Yes	_ No
----------------------	-------------	------



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **IDAHO STATE UNIVERSITY** (the "Client"). This Order Form amends the Software License & Services Agreement dated March 28, 2007 between the parties (the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client's license for the "Terminated Perpetual Software" identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the Subscription Software Table below, on a term-of-years basis ("Subscription Software") and/or certain other software, as identified in the Cloud Software Table below, on a term-of-years, Ellucian cloud-provided basis ("Cloud Software"). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the "Software Term" consists of the period of time from March 31, 2022 (the "Beginning Date") until March 31, 2027 (the "Expiration Date"). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Subscription Software and the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; automatic renewal beyond the Software Term will be subject to an increase of up to seven percent (7%) annually, for each such renewal Contract Year, in addition to applicable third party fee increase (if any), unless and until the parties execute a written amendment or subsequent order form for a committed renewal term.

<u>Termination of License for Terminated Perpetual Software</u>. Client's license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date unless otherwise provided in Exhibit 1.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Formare for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Ellucian will deliver Subscription Software identified herein (or will otherwise make such Subscription Software available to Client for electronic access) within thirty (30) days of the Beginning Date. Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

<u>Continuing Perpetual Software</u>. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "Continuing Perpetual Software"), as previously licensed between the parties.

SUBSCRIPTION SOFTWARE TABLE 1,2	
Description	Fee
Ellucian Degree Works Transfer Equivalency	Included

CLOUD SOFTWARE TABLE ¹	
Description	Fee
Ellucian Experience Premium ²	Included
Ellucian Intelligent Learning Platform for Moodle ²	Included
Ellucian Workflow ²	Included
Ellucian On Demand Training	Included
10 Named User Licenses	

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTWARE	
TOTAL (for Contract Year ending March 31, 2023)	\$143,371
TOTAL (for Contract Year ending March 31, 2024)	\$147,672
TOTAL (for Contract Year ending March 31, 2025)	\$152,102
TOTAL (for Contract Year ending March 31, 2026)	\$156,665
TOTAL (for Contract Year ending March 31, 2027)	\$161,365

Notes to Subscription Software Table and Cloud Software Table:

- For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of 9,499 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.

<u>Professional Services</u>. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the "Services"), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ^{1,2}	Hours	Rate	Fee
Degree Works Transfer Equivalency Self-Service Implementation eCRM	40	\$230	\$9,200
Ellucian Workflow Enterprise Implementation Services	96	\$230	\$22,080
Intelligent Learning Platform (ILP) 5 Implementation	8	\$259	\$2,072
Ethos Integration Essentials (On-Prem)	32	\$230	\$7,360
Banner Project Management Services	35	\$230	\$8,050
Ellucian Experience Single Sign-on	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Training and Planning	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Toolkit Workshop	Fixed Fee	Fixed Fee	\$7,100
TOTAL PROFESSIONAL SERVICES FEES:	·	·	\$69,862

Notes to Professional Services Table:

- For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: https://na11.springcm.com/atlas/Link/Document/22174/97423597-f582-ec11-9c46-d89d6716196d
- For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation.

Invoicing. Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning April 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form. Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and
 materials basis as well as for reimbursable travel and living expenses and other applicable charges in
 accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves
 onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel
 and living expenses are included); and
- upon delivery for all Professional Services to be performed on a fixed fee basis;

<u>Payment Terms</u>. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

<u>Publicity</u>. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Client	
Ву:	
	Authorized Signature
Name:	
	Printed
Title:	
Date:	
	By: Name: Title:

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before March 31, 2022.

ATTACHMENT 1

Client Accounts Payable Contact Information:	Client Cloud Software Provisioning Contact Information:
Name:	Name:
Address:	Title:
City, State, Zip:	Email:
Email Address:	
PO# (if applicable)	

EXHIBIT 1

TERMINATED PERPETUAL SOFTWARE TABLE: 1

Description	
Luminis Basic ²	
Banner Integration for eLearning ³	
Banner Integration Technologies ³	
Banner Workflow ⁴	

Notes to Terminated Perpetual Software Table:

- Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement ("Maintenance Agreement"). Client's obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table above is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.
- For a description of the transition maintenance applicable to this Software during Client's transition to use of Ellucian Experience, see the Transition Scenario identified in the Ellucian Experience Product Specification Documentation which may be downloaded at www.ellucian.com/contracts-and-documentation. Effective as of the last day of the transition period applicable to Ellucian Experience, Client's license to and right to use Luminis Basic Software and Ellucian's obligation to provide transition maintenance for such Software will terminate.
- For a description of the transition maintenance applicable to this Software during Client's transition to use of Ellucian Intelligent Learning Platform, see the Transition Scenario identified in the Ellucian Intelligent Learning Platform Product Specification Documentation which may be downloaded at www.ellucian.com/contracts-and-documentation. Effective as of the last day of the transition period applicable to Ellucian Intelligent Learning Platform, Client's license to and right to use Banner Integration for eLearning and Banner Integration Technologies Software and Ellucian's obligation to provide transition maintenance for such Software will terminate.
- For a description of the transition maintenance applicable to this Software during Client's transition to use of Ellucian Workflow, see the Transition Scenario identified in the Ellucian Workflow Product Specification Documentation which may be downloaded at www.ellucian.com/contracts-and-documentation. Effective as of the last day of the transition period applicable to Ellucian Workflow, Client's license to and right to use Banner Workflow Software and Ellucian's obligation to provide transition maintenance for such Software will terminate.

EXHIBIT 2

Ongoing Software Support Services. Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through the Beginning Date. The parties agree following the Execution Date of this Order Form to amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on the Beginning Date through the Expiration Date ("Extended Maintenance Term"). During the Extended Maintenance Term applicable to the Continuing Perpetual Software identified below, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Software Support Services Table below annually, on the basis of a Contract Year. Absent any further amendment or extension with respect to continuing Software Support Services beyond the Expiration Date, Software Support Services fees for each subsequent Contract Year after the Expiration Date will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

For a description of the terms of service applicable to Software Support Services for the Continuing Perpetual Software identified below, see www.ellucian.com/contracts-and-documentation.

CONTINUING PERPETUAL SOFTWARE TABLE (PAID IN ADVANCE):

Description	Maintenance Level	Fee
Automic	Advantage	Included
Agent per server upgrade Unrestricted Platform		
Agent Pricing per UNIX Server		
Automation Engine per server upgrade Unrestricted Platform		
Banner Agent		
UNIX Std Pkg of 2 Automation Engines 1 Agent and GAP		
Banner CSS Profile	Advantage Plus	Included
Banner Document Management Integration Component	Advantage Plus	Included
Banner Employee Self-Service	Advantage Plus	Included
Banner ePrint Site License	Advantage Plus	Included
Banner Faculty and Advisor Self-Service	Advantage Plus	Included
Banner Finance	Advantage Plus	Included
Banner Finance Self-Service	Advantage Plus	Included
Banner Financial Aid	Advantage Plus	Included
Banner Financial Aid Self-Service	Advantage Plus	Included
Banner Human Resources	Advantage Plus	Included
Banner Operational Data Store Oracle	Advantage Plus	Included
Banner Student	Advantage Plus	Included
Banner Student Self-Service	Advantage Plus	Included
Degree Works	Advantage Plus	Included
EDISmart	Advantage Plus	Included
Ellucian International Student and Scholar Management	Advantage Plus	Included
Financial Aid FM Need Analysis	Subscription	Included
	Advantage Plus	
OpenText	Advantage	Included
 ApplicationXtender Desktop 		
ApplicationXtender Image Capture		
ApplicationXtender Test Bundle		
 ApplicationXtender Web Access .NET 		
 ApplicationXtender Web Services 		
Oracle Data Integrator Enterprise Edition	Advantage Plus	Included
Oracle Full Use Campus Wide License	Advantage Plus	Included

 Database Configuration Management Pack Database Diagnostics Pack Diagnostics Pack for Oracle Middleware iAS Configuration Management Pack 	
internet Application Server Enterprise Edition	
Internet Developer Suite	
Programmer	
Relational Database System	
Tuning Pack	
TOTAL (for Contract Year ending March 31, 2023)	\$696,518
TOTAL (for Contract Year ending March 31, 2024)	\$731,344
TOTAL (for Contract Year ending March 31, 2025)	
TOTAL (for Contract Year ending March 31, 2026)	
TOTAL (for Contract Year ending March 31, 2027)	

CONSENT APRIL 20, 2022

IDAHO PUBLIC TELEVISION

SUBJECT

Idaho Public Television and Friends of Idaho Public Television, Inc. Operating Agreement

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy V.E. outlines the requirements for institution and agency foundations, including the requirement subjecting agency foundations to the same requirements as institution foundations. Pursuant to Board policy V.E.2.b. Foundation Operating Agreements, each institution shall enter into a written operating agreement with each if its affiliated foundation that ensures compliance with Board policy V.E. Board approval of affiliated foundation operating agreements is required if an affiliated foundation will receive donations, membership dues, gifts or other funds (collectively "funds") and delivers those funds directly to the institution. If an affiliated foundation will not receive or maintain funds, or if it routes all funds received to the institution through another Board-approved affiliated foundation, Board approval of the operating agreement is not required. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. Operating agreements requiring Board approval must be approved by the Board prior to execution and must be resubmitted to the Board for re-approval every three (3) years, or as otherwise Operating agreements shall follow the operating requested by the Board. agreement template approved the Board bν and http://boardofed.idaho.gov/. When an operating agreement is presented to the Board for review, an institution must include a redline to the Board's operating agreement template, as well as a redline to the previously Board approved version of the operating agreement, if there is one.

The operating agreement between the Friends of Idaho Public Television, Inc. and Idaho Public Television is due for its three-year review and update.

Updated provisions in the operating agreement include:

1. Schedule II 2. (The dollar amount was changed from \$10,000 to \$100,000, which was previously approved by the Friends board.) Now reads: Items that arise during the year under \$100,000 that are not budgeted or that vary significantly from the budget will require approval of the President of the Friends of IPTV. Unexpected costs above \$100,000 will require approval from the Executive Committee of the Friends of IPTV.

CONSENT APRIL 20, 2022

- 2. Articles of Amendment to the Articles of Incorporation (The change removes Peter Morrill's name as registered agent.)

 Now reads: The registered agent shall be the General Manager of Idaho Public Television.
- 3. Current Liability Insurance Coverage
- 4. Current Bylaws

IMPACT

Approval of the operating agreement will update outdated provisions of the agreement and comply with the three-year re-approval process required in Board policy V.E.

ATTACHMENTS

Attachment 1 – Amended Operating Agreement

STAFF COMMENTS AND RECOMMENDATIONS

This is a standard renewal procedure that occurs every three years. There are no references to historical documents, because this went only to the Audit Committee in the past but will now come before the full Board in compliance with Policy V.E. The changes referenced above have already been vetted and approved by the Friends of IPTV Board. The operating agreement predates the operating agreement template, thus no redline is provided. Should the Board approve the operating agreement, staff recommends the Audit Committee determine whether the operating agreement should be reformatted in conformance with the template for the next three-year review. Staff recommends approval.

BOARD ACTION

I move to approve the updated operating agreement between Idaho Public Television and Friends of Idaho Public Television, Inc. as provided in Attachment 1 and to authorize the General Manager to execute the agreement on behalf of the Board.

Moved by	Seconded by	Carried	Yes	No
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OPERATING AGREEMENT BETWEEN THE FRIENDS OF IDAHO PUBLIC TELEVISION, INC.

AND

IDAHO PUBLIC TELEVISION, AN ENTITY OF THE STATE BOARD OF EDUCATION OF THE STATE OF IDAHO



Boise • Ketchum • Pocatello • Reno www.hteh.com

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OPERATING AGREEMENT

ARTICLE I PURPOSE

The Idaho State Board of Education ("SBOE"), acting pursuant to its constitutional authority and authority otherwise delegated by the State of Idaho has adopted policies regarding gifts to public entities and affiliated foundations with the express objective of preserving and encouraging the operation of recognized foundations associated with the institutions, schools and entities under the Board's governance. Idaho Public Television ("IPTV") is one such entity under the SBOE's governance. The Friends of Idaho Public Television, Inc. ("Friends of IPTV") maintains an endowment and operating funds, hereby referred to as "Endowment" affiliated with IPTV, and otherwise enjoys an ongoing working relationship with IPTV intended to enhance and promote the mission of IPTV in the state of Idaho and throughout its service area. IPTV and the Friends of IPTV adopt this Operating Agreement (the "Agreement") with the intent of complying with the SBOE policies regarding gifts and affiliated foundations and support groups in a manner consistent with State and Federal law and regulations, including applicable Federal Communications Commission ("FCC") regulations.

ARTICLE II INSTITUTIONAL RESOURCES AND SERVICES

A. Administrative and Staff Support

IPTV shall provide to the Friends of IPTV support staff and administrative services for the general purpose of facilitating the organization and conduct of regular and special board and committee meetings, including administrative support for the preparation of agendas, gathering and distribution of materials in advance of such meetings, minute keeping and organization for such meetings and logistical support including the organization of travel arrangements and accommodations when required. All out of pocket costs for such administrative services shall be borne by the Friends of IPTV, which shall either pay these items directly or reimburse IPTV upon presentation of receipt therefor.

1. Specific Administrative Support Designations

IPTV will provide the specific administrative and support staff services by the employees in the capacities detailed on Schedule I to this Agreement.

2. Restriction on IPTV Responsibility

No employee of IPTV in a key administrative or policy making capacity (including, but not limited to the General Manager of IPTV) shall be permitted to have responsibility or authority for Friends of IPTV policy making, financial oversight, spending authority, or investment decisions unless specifically approved in writing by the Friends of IPTV and the Audit Committee of the State Board of Education. The Friends of IPTV maintain no employees.

3. Limitation on Functions of General Manager with Respect to the Friends of IPTV

Unless specifically agreed in writing by the Friends of IPTV and the Audit Committee of the State Board of Education, the responsibilities of any function performed by the General Manager of IPTV with respect to the Friends of IPTV or by any IPTV employee relating to a key

CONSENT - BAHR

administrative or policy making capacity shall be limited to the coordination of institution and affiliated endowment fundraising efforts, and the provision of administrative support to endowment fundraising activities.

B. Other Institution Resources and Services

IPTV will provide to the Friends of IPTV the following resources and services through the employees in the capacities identified in Article II.A.1 including the following: i. Access via reporting functions to IPTV's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through IPTV's financial system, the Friends of IPTV shall comply with the institution's financial and administrative policies and procedures manuals); ii. Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting; iii. Investment, management, insurance, benefits administration, and similar services; iv Development services, encompassing research, information systems, donor records, communications, and special events.

C. Use of Facilities and Equipment

IPTV will provide to the Friends of IPTV meeting rooms and other logistical support for the conduct of regular and special meetings of the Friends of IPTV board and committees, including the use of telecommunications equipment such as video microwave interconnect and teleconferencing facilities.

D. Terms for Institution Cost Recovery

Except as provided herein, IPTV does not intend to recover from the Friends of IPTV any costs associated with the provision of personnel, use of facilities or equipment. All personnel, facilities and equipment provided by third parties at an expense to IPTV will be billed to the Friends of IPTV for reimbursement. No payments shall be made directly from the Friends of IPTV directly to IPTV employees in connection with resources or services provided pursuant to this Agreement.

ARTICLE III OPERATION OF ENDOWMENT

A. The Friends of IPTV Endowment

The Friends of IPTV maintains an endowment fund (the "IPTV Endowment") recognized by the Internal Revenue Service as a tax exempt entity pursuant to section 501(c)(3) of the Internal Revenue Code. All operations of the Friends of IPTV regarding its IPTV Endowment shall comply with the SBOE's general guidelines for foundations found at SBOE Policies and Procedures Section V.E.2.b. as adopted effective July 1, 2008.

B. Guidelines for Receiving, Depositing, Disbursing and Accounting for All Funds, Assets, or Liabilities of the Endowment

The Friends of IPTV maintains guidelines for the IPTV Endowment regarding the receipt, deposit, disbursement and accounting for all fund assets and liabilities consistent with generally accepted accounting principles (GAAP) and the Governmental Accounting Standards Board (GASB). These policies provide that when endowment funds are transferred to IPTV, institution officials into whose department or program endowment funds are transferred shall be informed by the Friends of IPTV of the restrictions, if any, on such funds and shall be

responsible both to account for them in accordance with institution policies and procedures, Federal Communications Commission regulations and requirements, and to notify the Friends of IPTV on a timely basis regarding the use of such funds.

C. Procedures for IPTV Endowment Expenditures and Financial Transactions

The Friends of IPTV will comply with its written procedures described in Schedule II hereto for all expenditures and financial transactions with IPTV, including the disbursement or disposition of any endowment funds. Except as specifically agreed in writing by the Friends of IPTV, no person with signature authority shall be an IPTV employee in a key administrative or policy making capacity (including, but not limited to, the General Manager or an institution vice president or equivalent position).

D. Liability Insurance Coverage

The Friends of IPTV maintains comprehensive general liability insurance including D&O coverage for the acts and omissions of its Board members, officers and employees as described in the policy attached as Schedule III.

E. Endowment Investment Policies

The Friends of IPTV maintains a written Endowment Fund Statement of Investment Policy and Fiduciary Management, which is revised from time to time at the direction of the Friends of IPTV board and its standing endowment committee. The current investment policy is attached as Schedule IV. All investment policies adopted by the Friends of IPTV board and endowment committee are designed to and shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the Friends of IPTV board. Moreover, all such investments are and must be consistent with the terms of the gift instrument.

F. Separation of Funds

At no time shall the funds of the IPTV Endowment and IPTV be commingled but to the contrary shall at all times be kept separate in accounts reflecting the ownership of the respective entities.

G. Organizational Structure of the Friends of IPTV

The Friends of IPTV, Inc. is a corporation duly organized and validly existing under the nonprofit corporation act of the State of Idaho. Copies of the Articles of Incorporation and Bylaws of the Friends of IPTV, Inc., are attached hereto as Schedule V.

ARTICLE IV IPTV ENDOWMENT RELATIONSHIPS WITH IPTV

At all times the relationship between the Friends of IPTV and IPTV shall be arms-length and conducted with recognition of the fiduciary duties of the Friends of IPTV to its constituents, and of the IPTV Endowment with regard to State, Federal and FCC laws and regulations.

A. Access to Friends of IPTV Endowment Books and Records

IPTV may access the endowment books and records of the Friends of IPTV solely for the purpose of carrying out the administrative assistance described in Article II.A.1 of this Agreement.

B. IPTV Input to Friends of IPTV Endowment Payout Operating Budget and Capital Expenditures

The General Manager of IPTV, or other institution chief executive officer or designee, shall provide recommendations to the Friends of IPTV board for the proposed expenditures from the endowment payout prior to their approval by the Friends of IPTV board. In no event shall these recommendations be deemed binding or controlling on the actions of the Friends of IPTV board.

C. Supplemental Compensation to Employees of IPTV

The Friends of IPTV shall make no supplemental compensation to any employee of IPTV.

ARTICLE V AUDITS AND REPORTING

A. Procedure for Conducting Audits

The Friends of IPTV shall annually conduct an audit consistent with GAAP and GASB requirements through the services of the State Legislative Auditor. No individual designated by the State Legislative Auditor shall be a member of the board of the Friends of IPTV. The annual audit shall be a full scope audit, performed in accordance with GAAP.

B. Reporting to IPTV General Manager

The Friends of IPTV shall no less frequently than annually report directly in writing to the IPTV General Manager or his designee the following items: Regular financial audit report; Annual report of transfers made to the institution, summarized by department; Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year; A list of Friends of IPTV officers, directors, and employees; Confirmation that no payments were made to any IPTV employee for supplemental compensation or otherwise; A list of all State and Federal contracts and grants managed by the Friends of IPTV; a report of the Friends of IPTV's major activities; a report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding fiscal year of the Friends of IPTV for the benefit of the institution; a report of any actual litigation involving the Friends of IPTV during its fiscal year, as well as legal counsel used by the Friends of IPTV for any purpose during such year, including a discussion of any potential or threatened litigation involving the Friends of IPTV or the IPTV Endowment.

ARTICLE VI CONFLICTS OF INTEREST AND CODE OF ETHICS AND CONDUCT

A copy of the Friends of IPTV Conflicts of Interest policy is found under Schedule VI.

ARTICLE VII GENERAL PROVISIONS

A. Notices

All notices and other communications ("Notices") shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with confirmation of the transmittal of the fax and a copy of the fax deposited on the same day in the United States Mail, with the date of notice being the date of the fax, (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail deposited on the same day in the United States Mail, with the date of notice being the date of the e-mail, (v) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service.

B. Severability

The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement.

C. Counterparts

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

D. Governing Law

This Agreement shall be governed by the substantive laws of the State of Idaho and Federal law and regulations consistent with Federal Communication Commission guidelines applicable to licensees of public television broadcast services.

IDAHC	STATE BOARD OF EDUCATION
Dated:	, 2022
Ву:	Kurt Liebich President
FRIEN	DS OF IDAHO PUBLIC TELEVISION, INC
Dated:	, 2022
Ву:	Craig Meadows President

SCHEDULE I

Services Provided by Idaho Public Television to the Friends of Idaho Public Television, Inc.

Advisory:

Monitor and advise Friends Board of Directors relating to their activities for compliance with state, federal and private guidelines and regulations.

Administrative Support:

Provide general clerical support for board and committee meetings.

Technical:

Provide meeting space and technical support for board and committee meetings.

Financial:

Provide support for fund raising, deposits and payment of related expenses including board member travel and meeting expenses.

Coordinate and provide administrative support for the annual audit as conducted by the Legislative Auditor.

Maintain financial records as required by state, federal and private entities.

Other:

Provide additional support services as mutually agreed upon outside these parameters.

SCHEDULE II

Procedures for IPTV Endowment Expenditures and Financial Transactions

- 1. The Friends of IPTV will establish a budget plan on an annual basis for the unrestricted Operating funds. The budget will include any distributions authorized to be made from the Endowment for the fiscal year.
- 2. Once a budget has been established and authorized by the Friends of IPTV, the Fiscal Affairs manager of IPTV, or designee providing administrative assistance as provided in Article II.A.1, shall have authority to authorize and make expenditures to the extent they fall within the budget and are not unusual in nature. Items that arise during the year under \$100,000 that are not budgeted or that vary significantly from the budget will require approval of the President of the Friends of IPTV. Unexpected costs above \$100,000 will require approval from the Executive Committee of the Friends of IPTV.
- 3. Quarterly financial reports will be provided to the Treasurer and Executive Committee within 30 days of the close of the period. Detailed budget reports will be provided to the Board of Directors at each board meeting. Budget variances of 10% or more will be referenced on budget reports.
- 4. All checks will require two signatures.



Management Liability Insurance Policy

This Policy consists of:

- Declarations Page
- Common Policy Terms and Conditions Section
- Applicable Coverage Sections
- Endorsements

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary.

President and Chief Executive Officer

Secretary

Service Office:

550 W. Jackson Blvd., Suite 500 Chicago, IL 60661 Toll Free (844) 465-6256 Fax (312) 207-1933 Administrative Office:

5011 Gate Parkway, Building 200, Suite 200 Jacksonville, FL 32256 Telephone (480) 951-0905 Fax (480) 951-9730



CAROLINA CASUALTY INSURANCE COMPANY A Stock Insurance Company



Management Liability Insurance Policy

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

IF INDICATED IN ITEM 4. A. BELOW, THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY AMOUNTS INCURRED AS LEGAL DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR LEGAL COSTS OF DEFENSE OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AFTER EXHAUSTION OF THE LIMIT OF LIABILITY.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

tem 1.	Na	ame ar	nd Addre	ss of Named Insured:	Policy Nu	mber: DCP-898834-P13
	Fr	iends d	of Idaho F	Public Television, Inc.		
	14	55 No	rth Orcha	rd Street		
	Во	oise, ID	83706			
tem 2.	Po	olicy P	eriod:	From April 29, 2021 (inception date) to April 29, 2022 (expiration	date)	
				(Both dates at 12:01 a.m. Standard Time at the address of the Na	amed Insure	ed)
tem 3.	Pι	ırchas	ed Cove	rage Sections:		
	i.	Dire	ctors, Offi	icers and Organization Liability Insurance Coverage Section:	X Yes	□No
	ii.	Emp	oloyment I	Practices Liability Insurance Coverage Section:	X Yes	□No
		Third	d Party W	rongful Act Liability Coverage included:	X Yes	□No
	iii.	Fidu	ıciary Liab	oility Insurance Coverage Section:	☐Yes	X No
tem 4.	Co	ost of	Defense t	for the Policy Period:		
		A.	Costs o	of Defense Reduce the Limit of Liability in Item 5. below		
	X	В.	Costs o	of Defense in Addition the Limit of Liability in Item 5. below		
tem 5.	Li	mits o	f Liability	for the Policy Period:		
	A.			Aggregate Limit of Liability for all Coverage Sections indicated above.	Not Ap	pplicable
				OR		
	B.	Sepa	arate Agg	regate Limit of Liability for each Coverage Sections:		
		1.	Director	s, Officers and Organization Liability Insurance Coverage Section:	\$1,00	0,000
		2.	Employr	ment Practices Liability Insurance Coverage Section:	\$1,00	0,000
		3.	Fiduciar	y Liability Insurance Coverage Section:	Not A	pplicable

Applicable Deductibles: Item 6.

Directors, Officers and Organization Liability Insurance Coverage Section:

Insured Person Non-Indemnifiable:

Summary of Charges Premium \$1,379.00 CRC Broker fee \$200.00 Total \$1,579.00

\$0 **Zip Code 83706**

\$0

Insured Person Indemnifiable: В.

Insured Entity Liability: \$500

Employment Practices Liability Insurance Coverage Section: \$1,000

Fiduciary Liability Insurance Coverage Section: Not Applicable

Item 7. Premium: \$1,379

Terrorism coverage is included for \$0

Item 8. **Prior Acts Dates:**

> Directors, Officers and Organization Liability Insurance Coverage Section Prior Acts Not Applicable

ii. Employment Practices Liability Insurance Coverage Section Prior Acts Date: Not Applicable

Fiduciary Liability Insurance Coverage Section Prior Acts Date: Not Purchased

Item 9. Forms and Endorsements attached at inception:

Policy Form: NP 23300- rev0417 / CT 22330- rev0417; EPL 23300- rev0417

1	265-	0220	Policyholder Disclosure – Notice of Terrorism Insurance Coverage
2	266-	0220	Cap on Losses from Certified Acts of Terrorism
3	701-CR-	0419	CLAIM REPORTING PROCEDURES
4	CT 230903-	rev0417	Identity Theft Expense Supplemental Coverage
5	CT 230906-	rev0417	Kidnap Expense Supplemental Coverage
6	CT 230913-	rev0417	Failed Donation Claim Supplemental Coverage
7	CT 232041-	rev0417	Modification to Automatic Extended Reporting Period
8	CT 233093-	0417	Acquisition or Creation of a Subsidiary
9	CT 234322-	rev0417	Interested Party Exclusion
10	CT 235014-	rev0417	Waiver of Deductible if No Liability
11	EPL 233630-	rev0417	Costs of Defense Sub-Limit for Wage and Hour Wrongful Acts
12	ID-PHN-	1019	IDAHO POLICY HOLDER NOTICE
13	NP 233045-	rev0417	Excess Benefit Penalty Coverage
14	NP 234354-	rev0417	Professional Services Exclusion
15	NP 234400-	rev0417	Intellectual Property Exclusion
16	NP-ID-	0417	Idaho Amendatory Endorsement

Item 10.

be sent to:

Berkley Select Claims Department on behalf of Carolina Casualty Insurance Company 550 W. Jackson Blvd, Suite 500, Chicago, IL 60661

Toll Free: (844) 465-6256 Fax: (312) 207-1933

Email: newclaim@berkleyselect.com

Notice to the **Insurer** as provided in section VII. A. and B. shall All other notices to be given to the **Insurer** shall be sent to:

Berkley Select on behalf of Carolina Casualty Insurance Company 550 W. Jackson Blvd, Suite 500, Chicago, IL 60661

Toll Free: (800) 446-2100

The Nonprofit Management Liability Insurance Policy shall constitute the contract between the Insureds and the Insurer.

NP 23301- rev0417 TAB 7 Page 12 Page 2 of 2 Producer: Tina Henry

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Friends of Idaho Public Television, Inc.	DCP-898834-P13
Effective Date of This Endorsement	Authorized Representative
04/29/2021	TAD 7 Dans 40

Policy Form: NP 25300 rev0417

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE COVERAGE SECTION

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE SECTION

FIDUCIARY LIABILITY INSURANCE COVERAGE SECTION

EXCESS INSURANCE POLICY

GENERAL LIABILITY COVERAGE PART

COMMUNITY ASSOCIATION LEADERS PROFESSIONAL LIABILITY INSURANCE POLICY - DIRECTORS AND OFFICERS LIABILITY COVERAGE

EMERGENCY MEDICAL SERVICES GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid for this Policy, it is amended as follows:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer has met its insurer deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Insured	Policy Number
Friends of Idaho Public Television, Inc.	DCP-898834-P13
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04/29/2021	

BERKLEY SELECT

CLAIM REPORTING PROCEDURES

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers, please follow the procedures outlined below:

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

BERKLEY SELECT CLAIMS DEPARTMENT on behalf of Carolina Casualty Insurance Company 550 W. Jackson Blvd., Suite 500 Chicago, IL 60661 Fax: (312) 207-1933

E-mail: <u>newclaim@berkleyselect.com</u>
Online: <u>www.berkleyselect.com/claims/report-claim</u>

TO ENABLE US TO RESPOND MORE QUICKLY AND EFFICIENTLY, please fax or email any pertinent details of the claim directly to our attention.

PLEASE BE SURE TO INCLUDE:

- Your Name, Address and Phone Number;
- · Your Policy Number and the Policy Period;
- · A written narrative of the circumstances surrounding the claim or potential claim;
- · Names and addresses of the claimant;
- Details of the any underlying claim, including current status and the amount in controversy or relief demanded.
- If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers which you have received regarding the claim.

Please provide your professional liability insurance agent a copy of all claim notices and correspondence sent to Berkley Select.

Insured	Policy Number
Friends of Idaho Public Television, Inc.	DCP-898834-P13
Effective Date of This Endorsement	Authorized Representative
04/29/2021	7.07.0

Identity Theft Expense Supplemental Coverage

In consideration of the premium paid for this **Policy**, it is amended by the addition of the following:

1. Identity Theft Expense Coverage

The **Insurer** shall reimburse any present director, trustee or officer of the **Named Insured** up to a maximum aggregate limit of \$10,000 per **Policy Period**, for **Identity Theft Expense** incurred in specific response to an **Identity Theft** first discovered and reported to the **Insurer** during the **Policy Period** pursuant to paragraph 4. below, provided; however, that the **Identity Theft** began to occur after the inception date of the first Nonprofit Management Liability Insurance Policy issued by the **Insurer** to the **Named Insured**.

No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 5. of the Declarations.

 Solely for purpose of the coverage provided by this endorsement for Identity Theft Expense, section III. Definitions of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

Identity Theft means the act of knowingly transferring or using, without lawful authority, personally identifiable information of a present director, trustee or officer (or spouse thereof) of the **Named Insured** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

Identity Theft Expense means:

- the expenses incurred to notarize affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies, or
- the expenses incurred for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors, or
- loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- 3. Solely for purpose of the coverage provided by this endorsement for **Identity Theft Expense**, section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:
 - V. If any Identity Theft Expense is covered under this endorsement and under any other Coverage Section or endorsement to this Policy, the largest applicable limit shall apply. In no event shall multiple limits apply to coverage which may be duplicated within this Policy. Additionally, if this Policy and any other policy or coverage issued by the Insurer or any affiliate of the Insurer, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limit of liability or coverage under all such policies and coverage combined shall not exceed the highest applicable limit under any one policy or coverage.
 - V. The coverage provided by this endorsement shall be excess of, and shall not contribute with, any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this coverage section); regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. The coverage provided by this **Policy** shall be excess over any other policy under which another insurer has a duty to defend a claim for which this **Policy** may be obligated to pay as a result of loss.
- 4. As a condition precedent to their rights to coverage under this endorsement for **Identity Theft Expense**, the Insured shall give the **Insurer** written notice of any **Identity Theft** first discovered by the **Insureds** during the **Policy Period**, as soon as practicable, but in no event later than 30 days after the discovery of the **Identity Theft**. Further, the **Insured** shall furnish to the **Insurer** proof of loss, duly sworn to, with full particulars, no later than 90 days after discovery of such **Identity Theft**.
- 5. The coverage provided by this endorsement for **Identity Theft Expense** does not include any claim adjustment costs incurred by any Insured, including any fees incurred by retaining counsel, a public adjuster or appraiser.

Insured	Policy Number	
Friends of Idaho Public Television, Inc.	DCP-898834-P13	
Effective Date of This Endorsement	Authorized Representative	
04/29/2021		

Kidnap Expense Supplemental Coverage

In consideration of the premium paid for this **Policy**, it is amended by the addition of the following:

1. Kidnap Expense Coverage

The **Insurer** shall reimburse the **Insured Entity** up to a maximum aggregate limit of \$50,000 per **Policy Period** for **Kidnap Expense** incurred by the **Insured Entity** or any **Insured Person** as a direct result of a **Kidnapping** that occurs during the **Policy Period** and is reported to the **Insurer** pursuant to paragraph 4. below.

No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 5. of the Declarations.

2. Solely for purpose of the coverage provided by this endorsement for **Kidnap Expense**, section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

Insured Person means any present or future duly elected or appointed director, trustee or officer of an **Insured Entity**. The term **Insured Person** shall include the parent, child, spouse or **Domestic Partner** of an **Insured Person**.

Kidnap Expense means the reasonable fees and expenses for, or the cost of:

- 1. an independent negotiator or security consultant retained with prior written approval of the Insurer, or
- 2. interest on any loan taken by the **Named Insured** for property or other consideration surrendered as payment of a **Kidnapping** demand, or
- travel and accommodations incurred by the Insured Entity which become necessary due to the applicable Kidnapping, or
- 4. a reward paid by the **Insured Entity**, which is pre-approved by the **Insurer**, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for the applicable **Kidnapping**, or
- 5. the current salary of an **Insured Person** who is **Kidnapped**, provided, however, that they are held for more than 30 days. Salary shall be paid for a period commencing upon the abduction and ceasing upon the earliest of either the release of the employee or discovery of death of the employee, or 120 days after the **Insurer** receives the last credible evidence that the employee is still alive, or 12 months after the date of **Kidnapping**, or the exhaustion of the Kidnap Expense Coverage limit, whichever comes first.

Kidnapping or **Kidnapped** means the wrongful abduction and holding, under duress or by fraudulent means, of an **Insured Person** by a person or group, whether acting alone or in collusion with others, that includes a demand for payment by an **Insured** in exchange for the release of the **Insured Person**. **Kidnapping** shall not include the wrongful abduction of any **Insured Person** by or at the direction of any present or former family member of any **Insured Person**.

- 3. Solely for purpose of the coverage provided by this endorsement for **Kidnap Expense**, section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V. If any Kidnap Expense is covered under this endorsement and under any other Coverage Section or endorsement to this Policy, the largest applicable limit shall apply. In no event shall multiple limits apply to coverage which may be duplicated within this Policy. Additionally, if this Policy and any other policy or coverage issued by the Insurer or any affiliate of the Insurer, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limit of liability or coverage under all such policies and coverage combined shall not exceed the highest applicable limit under any one policy or coverage.
 - V. The coverage provided by this endorsement shall be excess of, and shall not contribute with, any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this coverage section); regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. The coverage provided by this **Policy** shall be excess over any other policy under which another insurer has a duty to defend a claim for which this **Policy** may be obligated to pay as a result of loss.

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Friends of Idaho Public Television, Inc.	DCP-898834-P13	
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4.	As a condition precedent to their rights to coverage under this endorsement for Kidnap Expense, the Insured shall give the
	Insurer written notice of any Kidnapping which occurs during the Policy Period, as soon as practicable, but in no event later
	than 30 days after the occurrence of the Kidnapping. Further, the Insured shall furnish to the Insurer proof of loss, duly
	sworn to, with full particulars, no later than 90 days after the occurrence of such Kidnapping .

Insured	Policy Number
Friends of Idaho Public Television, Inc.	DCP-898834-P13
Effective Date of This Endorsement	Authorized Representative
04/29/2021	TAD 7 Dags 40

Failed Donation Claim Supplemental Coverage

In consideration of the premium paid for this Policy, it is amended by the addition of the following:

1. Failed Donation Claim Coverage

The **Insurer** shall reimburse the **Insured Entity** up to a maximum aggregate limit of \$10,000 per **Policy Period** for all **Failed Donation Claims** received by the **Insured Entity** during the **Policy Period** and reported to the **Insurer** pursuant to item 4. below.

Coverage for any **Failed Donation Claim** shall not apply to any pledge for funds or other measurable tangible property made to the **Insured Entity** dated prior to April 29, 2009.

Coverage for any **Failed Donation Claim** shall not apply if the donor has been in bankruptcy, or has filed for bankruptcy or reorganization prior to the time the applicable pledge was made to the **Insured Entity.**

Coverage for any **Failed Donation Claim** shall not apply if either the natural person donor or any **Insureds** had or should have had any reason to believe the natural donor person would become unemployed or incapacitated subsequent to the donation date.

No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 5. of the Declarations.

2. Solely for purpose of the coverage provided by this endorsement for any **Failed Donation Claim**, section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

Failed Donation Claim means a written notice to the Insured Entity during the Policy Period of:

- the bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to the **Insured Entity**; or
- 2. the unemployment or incapacitation of a natural person donor lasting at least 60 days and preventing the donor from honoring a pledge made prior to said unemployment or incapacitation of funds or other measurable tangible property to the **Insured Entity**.
- 3. Solely for purpose of the coverage provided by this endorsement for any **Failed Donation Claim**, section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V. Any coverage for any **Failed Donation Claim** for non-cash donations shall be based on the fair market value of the non-cash donation on the date the **Failed Donation Claim** is received. Any donation amount which is to be collected by the **Insured Entity** over more than a 12 month period shall be deemed to be a single donation.
 - V. If any Failed Donation Claim is covered under this endorsement and under any other Coverage Section or endorsement to this Policy, the largest applicable limit shall apply. In no event shall multiple limits apply to coverage which may be duplicated within this Policy. Additionally, if this Policy and any other policy or coverage issued by the Insurer or any affiliate of the Insurer, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limit of liability or coverage under all such policies and coverage combined shall not exceed the highest applicable limit under any one policy or coverage.
 - V. The coverage provided by this endorsement shall be excess of, and shall not contribute with, any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this coverage section); regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. The coverage provided by this **Policy** shall be excess over any other policy under which another insurer has a duty to defend a claim for which this **Policy** may be obligated to pay as a result of loss.

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- 4. As a condition precedent to their rights to coverage under this endorsement for any **Failed Donation Claim**, the **Insured** shall give the **Insurer** written notice of any **Failed Donation Claim** received by the **Insured Entity** during the **Policy Period**, as soon as practicable, but in no event later than 30 days after receipt of the **Failed Donation Claim** by the **Insured**. Further, the **Insured** shall furnish to the **Insurer** proof of loss, duly sworn to, with full particulars, no later than 90 days after the occurrence of such **Failed Donation Claim**.
- 5. The coverage provided by this endorsement for any **Failed Donation Claim** does not include any claim adjustment costs incurred by any **Insured**, including any fees incurred by retaining counsel, a public adjuster or appraiser.

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Friends of Idaho Public Television, Inc.	DCP-898834-P13
Effective Date of This Endorsement	Authorized Representative
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Modification to Automatic Extended Reporting Period

In consideration of the premium paid for this **Policy**, section II. B. Automatic Extended Reporting Period sub-paragraph 1 of the Common Policy Terms and Conditions Section this **Policy** is deleted in its entirety and replaced with the following:

II. B. 1. If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this **Policy** and the **Named Insured** has not purchased any similar insurance policy(ies) there shall be a 90 day automatic extension of the reporting period of this **Policy** for any **Claim** first made against an **Insured** and reported during such 90 day period after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy**. 90 day period shall be referred to as the Automatic Extended Reporting Period. There shall be no additional premium for the Automatic Extended Reporting Period.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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Effective Date of This Endorsement	Authorized Representative
04/29/2021	

Policy Form: N 23300 rev0417 33529-1902554-2075954 TAB 7 Page 232041- rev0417

Acquisition or Creation of a Subsidiary

In consideration of the premium paid for this **Policy**, sub-paragraphs 1. and 2. of the defined term **Subsidiary** in section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** are deleted in their entirety and replaced with the following:

- 1. Automatically for a **Subsidiary**, whose assets are less than fifty percent (50%) of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date; or
- If the assets of such Subsidiary are equal to or greater than fifty percent (50%) of the total consolidated assets of the Insured Entity as of the Policy inception date, then only upon the condition that within ninety (90) days of it becoming a Subsidiary, the Named Insured provides the Insurer in writing with full particulars of the new Subsidiary and agrees to any additional premium and/or amendment of the provisions of this Policy required by the Insurer related to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Insured paying when due any additional premium required by the Insurer relating to such new Subsidiary.

Insured	Policy Number
Friends of Idaho Public Television, Inc.	DCP-898834-P13
Effective Date of This Endorsement	Authorized Representative
04/29/2021	TAD 7 Dans 00

Interested Party Exclusion

In consideration of the premium paid for this **Policy**, section IV. Exclusions of the Common Terms of this **Policy** is amended by the addition of the following:

IV. brought or maintained by or on behalf of Idaho Public Television and/or Idaho State Board of Education and/or its subsidiaries and/or its affiliates and/or its directors and/or officers.

Insured	Policy Number
Friends of Idaho Public Television, Inc.	DCP-898834-P13
Effective Date of This Endorsement	Authorized Representative
04/29/2021	T.D.T. D

Waiver of Deductible if No Liability

In consideration of the premium paid for this **Policy** it is amended as follows:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

No Liability means with respect to a Claim made against the Insured:

- 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
- 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term No Liability apply to a Claim made against an Insured for which a settlement has occurred.

- 2. Section V. D. Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V. D. No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 - a. there is a determination of No Liability; or
 - b. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

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Costs of Defense Sub-Limit for Wage and Hour Wrongful Acts

In consideration of the premium paid for this **Policy**:

- Section I. Insuring Agreement of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - I. Costs of Defense for Wage and Hour Claims

This **Policy** shall pay on behalf of the **Insureds** the **Costs of Defense** up to the maximum sub-limit of liability of \$100,000 arising from any **Wage and Hour Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in accordance with section VII. of the Common Policy Terms and Conditions Section of this **Policy**, for any actual or alleged **Wage and Hour Wrongful Act** committed subsequent to the **Prior Acts Date**.

Such sub-limit shall be part of, and not in addition to, the Limit of Liability applicable to the Employment Practices Liability Coverage Section stated in Item 5. of the Declarations.

With respect to a Wage and Hour Claim, the Insurer shall not be liable for any Loss other than Costs of Defense.

Solely with respect to the coverage provided by this endorsement for Costs of Defense for Wage and Hour Claims, the
defined terms Claim, Employee, Loss and Wrongful Act of section III. Definitions of the Employment Practices Liability
Insurance Coverage Section of this Policy are deleted in their entirety and replaced with the following:

Claim means a Wage and Hour Claim.

Employee means an individual whose labor or service is engaged by and directed by an **Insured Entity**, including any full-time, part-time, leased, seasonal or temporary individual. **Employee** shall not include equity partners or shareholders, owners, Limited Liability Company members, volunteers, interns or independent contractors.

Loss means Costs of Defense.

Wrongful Act means Wage and Hour Wrongful Act.

3. Solely with respect to the coverage provided by this endorsement **Costs of Defense** for **Wage and Hour Claims**, the section III. Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

Wage and Hour Claim means:

- a written demand for monetary or non-monetary relief which is brought and maintained by an Employee against an Insured, arising from a Wage and Hour Wrongful Act; or
- an administrative or regulatory investigation or proceeding commenced by or before a federal, state, local or foreign agency which is brought and maintained by an **Employee** against an **Insured**, arising from a **Wage** and **Hour Wrongful Act**;

provided, however, the term **Wage and Hour Claim** shall not include any grievance or arbitration based upon, arising out of, directly or indirectly resulting from, or in consequence of, or in any way involving a collective bargaining agreement.

Wage and Hour Wrongful Act means any actual or alleged violation by the Insured of any federal, state, local or foreign wage and hour laws whether statutory or common law, including without limitation, the Fair Labor Standards Act, arising from an actual employment relationship with an Employee.

4. Solely for the purpose of the coverage provided by this endorsement for **Costs of Defense** for **Wage and Hour Claims**,

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section IV. Exclusions F. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

- IV. F. based upon, arising out of, directly or indirectly resulting from, or in consequence of, or in any way involving any actual or alleged violations of any federal, state, local or foreign wage and hour laws whether statutory or common law, including without limitation, the Fair Labor Standards Act, including any amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any amounts owed under the Equal Pay Act of 1963, or any similar provisions of any federal, state, local or foreign law prohibiting pay discrimination.
- 5. Solely with respect to coverage provided by this endorsement for **Costs of Defense** for **Wage and Hour Claims**, section V. Limits of Liability and Deductibles D. of the Common Policy Terms and Conditions Section of this **Policy** is replaced with the following:
 - V. D. The Insurer shall only be liable for the amount of Loss arising from a Wage and Hour Claim which is in excess of the Deductible amount of \$1,000. Such Deductible amount shall be borne by the Named Insured with regard to all Loss arising thereunder. One Deductible will apply to all Wage and Hour Claims arising from the same Wrongful Acts or Related Wrongful Acts.
- 6. Solely for the purpose of coverage provided by this endorsement for **Costs of Defense** for **Wage and Hour Claims**, section V. Other Insurance of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - V. a Wage and Hour Claim shall be excess of, and shall not contribute with, any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this coverage section); regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

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IDAHO IMPORTANT POLICYHOLDER NOTICE

If you have been unable to contact or obtain satisfaction from your agent or the Insurer, you may contact the Idaho Department of Insurance to obtain information or make a complaint at:

Idaho Department of Insurance Consumer Affairs
700 W State Street, 3rd Floor
PO BOX 83720
Boise ID 83720-003
1-800-721-3272 or 208-334-4250
www.DOI.Idaho.gov

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Excess Benefit Penalty Coverage

In consideration of the premium paid for this **Policy**, the defined term **Damages** in section III. Definitions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

Damages means:

- 1. a monetary judgment, award or settlement; or
- 2. pre-judgment interest and post-judgment interest;

provided, however, Damages shall not include:

- a. taxes, civil or criminal fines, sanctions or penalties imposed by law; provided, however, that the **Insurer** will reimburse an **Insured Entity**:
 - i. for any employer share of payroll taxes on any portion of damages or settlements which constitute backpay otherwise considered **Damages**, or
 - ii. for any 10 percent (10%) excess benefit tax penalty assessed by the Internal Revenue Service on any organization manager who participates in an excess benefit transaction, as defined by the Taxpayer Bill of Rights 2. H.R. 2337, up to a maximum limit of \$25,000 per **Policy Period** for all **Insureds**, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 4. of the Declarations;
- b. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person; or
- c. commissions, bonuses, deferred compensation, profit sharing or severance payments; or
- disgorgement or restitution payment by or on behalf of any Insured, including disgorgement or restitution of amounts retained, obtained, or acquired by an Insured and any settlement payment arising from any actual or alleged amount that an Insured improperly retained, obtained, or acquired; or
- e. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** attributable to, or a part of, the 200 percent (200%) tax penalty assessed by the Internal Revenue Service for failure to correct the award of an excess benefit tax penalty, and the assessment of a 200 percent (200%) tax penalty shall void any coverage extended by this endorsement.

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Professional Services Exclusion

In consideration of the premium paid for this **Policy**, section IV. Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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Policy Form: NP 25300- rev0417

Intellectual Property Exclusion

In consideration of the premium paid for this **Policy** it is amended as follows:

- 1. Section IV. Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged:
 - 1. plagiarism or piracy;
 - 2. infringement of copyright, patent, title or slogan;
 - 3. idea misappropriation; and/or
 - 4. intellectual property rights.
- 2. The defined term **Personal Injury** in Section III. Definitions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

Personal Injury means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, or malicious prosecution.

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Idaho Amendatory Endorsement

In consideration of the premium paid for this **Policy**, this **Policy** is amended to the extent necessary and supersedes anything to the contrary.

- 1. Section VIII. B. Application is amended by the addition of the following:
 - VIII. B. Provided, however, any misrepresentations, omissions, concealment of facts, and incorrect statements shall not prevent recovery under the Policy unless they are:
 - fraudulent;
 - 2. material either to the acceptance of the risk, or to the hazard assumed by the Insurer; or
 - 3. the Insurer in good faith would either not have issued the Policy, or would not have issued it at the same premium rate or would not have issued the Policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the Insurer as required by the Application for the Policy or otherwise.
- 2. Section III. Definitions **Insured Person** paragraph 2. **is** amended by deleting the following sentence:

"As used herein, spouse shall include a person that is party to a civil union with the **Insured Person** if they establish such civil union under the licensing process established by the applicable jurisdiction."

IMPORTANT NOTICE TO IDAHO POLICYHOLDERS

If you have been unable to contact or obtain satisfaction from your agent or the **Insurer**, you may contact the Idaho Department of Insurance to obtain information or make a complaint at:

Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO BOX 83720 Boise ID 83720-003

1-800-721-3272 or 208-334-4250 or www.DOI.ldaho.gov

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Common Policy Terms and Conditions Section

CLAIMS MADE NOTICE FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Application** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Common Policy Terms and Conditions Section

The Common Policy Terms and Conditions Section of this **Policy** shall apply to all **Coverage Sections** and endorsements. Unless stated to the contrary in any **Coverage Section** or endorsement, the terms and conditions of each **Coverage Section** of this **Policy** shall apply only to that **Coverage Section** and shall not apply to any other **Coverage Section** of this **Policy**. If any provision in the Common Policy Terms and Conditions Section is inconsistent or in conflict with the terms and conditions of any **Coverage Section** or endorsement, the terms and conditions of such **Coverage Section** or endorsement shall control for the purposes of that **Coverage Section** or endorsement. Any defined term referenced in this Common Policy Terms and Conditions Section and also defined in a **Coverage Section** or endorsement shall, for the purposes of coverage under that **Coverage Section** or endorsement, have the meaning set forth in that **Coverage Section** or endorsement.

II. Extended Reporting Periods

A. Optional Extended Reporting Period

- 1. If this Policy is cancelled or non-renewed by the Insurer for reason other than non-payment of premium, or if the Named Insured elects to cancel or non-renew this Policy, then the Named Insured shall have the right, upon payment of the additional premium described in sub-paragraph 5. below, to purchase an extension of the reporting period of this Policy for any Claim that is first made against the Insured during such period but only with respect to any Wrongful Act fully occurring prior to the end of the Policy Period and which is otherwise covered by this Policy. Such period of time shall be referred to as the Optional Extended Reporting Period.
- 2. The right to purchase the Optional Extended Reporting Period must be exercised by the **Named Insured** within thirty (30) days of the end of the **Policy Period** by providing written notice to the **Insurer** along with the additional premium.
- 3. If purchased, the Optional Extended Reporting Period shall begin on the date the **Policy Period** ends.
- 4. As a condition precedent to the right to purchase the Optional Extended Reporting Period, the total premium for the **Policy** must have been paid and any deductible obligations met by the **Insureds**.
- 5. The additional premium for the Optional Extended Reporting Period shall be based upon the annual premium for the **Policy** in effect on the date this **Policy** was issued or last renewed and shall be: fifty percent (50%) of such annual premium for one (1) year; seventy five percent (75%) of such annual premium for two (2) years; or one hundred percent (100%) of such annual premium for three (3) years.
- 6. In the event of a Transaction described in Section VIII. D. of the Common Policy Terms and Conditions Section, the **Named Insured** has the right to purchase a Run-off Period pursuant to the terms of Section II. C. below.
- 7. The entire premium for the Optional Extended Reporting Period shall be deemed fully earned at its commencement.
- 8. The Limit of Liability for the Optional Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in Item 5. of the Declarations for this **Policy**.

B. Automatic Extended Reporting Period

- 1. If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this **Policy** and the **Named Insured** has not purchased any similar insurance policy(ies) there shall be a sixty (60) day automatic extension of the reporting period of this **Policy** for any **Claim** first made against an **Insured** and reported during such sixty (60) day period after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy**. This sixty (60) day period shall be referred to as the Automatic Extended Reporting Period. There shall be no additional premium for the Automatic Extended Reporting Period.
- 2. The Limit of Liability for the Automatic Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in Item 5. of the Declarations for this **Policy**.

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C. Run-Off Period in the Event of a Transaction

- In the event of a Transaction described in section VIII. D. of the Common Policy Terms and Conditions Section, the Named Insured shall have the right, upon payment of the additional premium described in sub-paragraph 5. below, to purchase an extension of the reporting period of this Policy for any Claim that is first made against the Insured during such period but only with respect to any Wrongful Act fully occurring prior to the end of the Policy Period and which is otherwise covered by this Policy. Such period of time shall be referred to as the Run-off Period.
- 2. The right to purchase the Run-Off Period must be exercised by the **Named Insured** within sixty (60) days of the end of the **Policy Period** by providing written notice to the **Insurer** along with the additional premium.
- 3. If purchased, the Run-Off Period shall begin on the date the Policy Period ends.
- 4. As a condition precedent to the right to purchase the Run-Off Period, the total premium for the **Policy** must have been paid and any deductible obligations met by the **Insureds**.
- 5. The additional premium for the Run-Off Period shall be based upon the annual rates for the **Policy** in effect on the date this **Policy** was issued or last renewed and shall be: seventy five percent (75%) of such annual premium for one (1) year; one hundred percent (100%) of such annual premium for two (2) years; one hundred twenty five percent (125%) of such annual premium for three (3) years; or two hundred twenty five percent (225%) of such annual premium for six (6) years.
- 6. The entire premium for the Run-Off Period shall be deemed fully earned at its commencement.
- 7. The Limit of Liability for the Run-off Period shall be part of, and not in addition to, the Limits of Liability stated in Item 5. of the Declarations for this **Policy**..

III. Definitions

Whenever printed in boldface type and whether in the singular or plural form in this **Policy**, the following terms shall have the meanings indicated below.

Application means the Application Form(s) and any material submitted therewith.

Claim shall have the meaning set forth in each applicable Coverage Section or any applicable endorsement attached to this Policy.

Costs of Defense shall have the meaning set forth in each applicable Coverage Section or any applicable endorsement attached to this Policy.

Coverage Section means, individually or collectively, the purchased **Coverage Sections** listed in Item 3. of the Declarations and attached to this **Policy**.

Damages shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsement attached to this **Policy**.

Where insurable, **Damages** also means: liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such **Damages** shall serve to reduce the Limit of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- 1. those damages were awarded or imposed; or
- 2. any Wrongful Act occurred for which such damages were awarded or imposed; or
- 3. the **Insured** resides, is incorporated or has its principal place of business; or
- 4. the **Insurer** is incorporated or has its principal place of business.

Domestic Partner means any person who qualifies as a **Domestic Partner** under the provisions of any federal, state or local statute or regulation (whether such status is derived by reason of statutory law, common law or otherwise, of any applicable jurisdiction in the world), or under the terms and provisions of any employee benefit or other program established by the **Named Insured**.

Insured means:

- 1. any duly elected or appointed director, trustee or officer of an Insured Entity, or
- 2. any Insured Entity;

unless modified by an applicable Coverage Section or any applicable endorsement attached to this Policy.

Insured Entity means the Named Insured and any Subsidiary.

Insured Person shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsement attached to this **Policy**.

This Policy shall cover Costs of Defense and Damages arising from a Claim made against:

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- the heirs, executors, administrators, and legal representatives of an Insured Person in the event of death, incapacity
 or bankruptcy, but solely with respect to the liability of an Insured Person as otherwise covered by this Policy; or
- 2. the lawful spouse or Domestic Partner of an Insured Person for a Claim arising solely out of his or her status as the spouse or Domestic Partner of an Insured Person, including a Claim that seeks damages recoverable from marital community property, property jointly held by the Insured Person and the spouse or Domestic Partner, or property transferred from the Insured Person to the spouse or Domestic Partner. As used herein, spouse shall include a person that is party to a civil union with the Insured Person if they establish such civil union under the licensing process established by the applicable jurisdiction. However, this extension shall not afford coverage for any Claim for any Wrongful Act of the spouse or Domestic Partner, but shall apply only to Claims arising out of any Wrongful Act of an Insured Person.

Insurer means the entity issuing this Policy as listed on the Declarations Page.

Loss means Damages and Costs of Defense.

Named Insured means the entity designated in Item 1. of the Declarations.

Policy means, collectively, the Declarations, the Common Policy Terms and Conditions Section, the **Coverage Sections**, and the **Application**.

Policy Period means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of cancellation of this **Policy**.

Related Wrongful Acts means Wrongful Acts which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

Subsidiary means an entity which qualifies as a nonprofit organization under Section 501(c)(3), (c)(4), (c)(6), (c)(7), (c)(8), (c)(10), or (c)(13) of the Internal Revenue Code of 1986, including amendments thereto and which the **Named Insured** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) on or before the inception of the **Policy Period**.

The term **Subsidiary** shall not mean any political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971, including amendments thereto.

In all events, coverage as is afforded with respect to a **Claim** made against a **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

An entity ceases to be a **Subsidiary** when the **Named Insured** ceases to control the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body), or ceases to continue as an ongoing entity.

If during the Policy Period the Insured Entity forms or acquires a Subsidiary, this Policy shall apply:

- 1. Automatically for a **Subsidiary**, whose assets are less than thirty five percent (35%) of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date; or
- 2. If the assets of such Subsidiary are equal to or greater than thirty five percent (35%) of the total consolidated assets of the Insured Entity as of the Policy inception date, then only upon the condition that within ninety (90) days of it becoming a Subsidiary, the Named Insured provides the Insurer in writing with full particulars of the new Subsidiary and agrees to any additional premium and/or amendment of the provisions of this Policy required by the Insurer related to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Insured paying when due any additional premium required by the Insurer relating to such new Subsidiary.

Wrongful Act shall have the meaning set forth in each applicable Coverage Section or any applicable endorsement attached to this Policy.

IV. Exclusions

The Insurer shall not be liable to make any payment for Loss in connection with a Claim made against any Insured:

- **A.** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged nuclear reaction, radiation or contamination, regardless of cause;
- **B.** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution or contamination of any kind;
- C. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy; or
 - any other Wrongful Act whenever occurring, which together with a Wrongful Act which has been the subject of such claim or notice, would constitute Related Wrongful Acts.

V. Limits of Liability and Deductibles

A. Limits of Liability

1. Costs of Defense Reduce the Limit of Liability

If Costs of Defense Reduce the Limit of Liability is purchased, as stated in Item 4. A. of the Declarations, then Costs of Defense are part of Loss and payment thereof will reduce the Limit of Liability available to pay Damages. Costs of Defense are not payable by the Insurer in addition to any applicable Limit of Liability stated in Item 5. of the Declarations. The Insurer's liability for all Loss arising out of all Claims first made against the Insureds during the Policy Period and reported to the Insurer in accordance with section VII. Notice of Claims of this Policy shall not exceed the amount(s) stated in Item 5. of the Declarations for the purchased Coverage Section(s).

2. Costs of Defense in Addition to the Limit of Liability

If **Costs of Defense** in Addition to the Limit of Liability is purchased, as stated in Item 4. B. of the Declarations, **Costs of Defense** shall be separate and in addition to the applicable Limits of Liability stated in Item 5. of the Declarations. Payment of **Costs of Defense** shall not reduce the applicable Limits of Liability stated in Item 5. of the Declarations.

The **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in accordance with section VII. Notice of Claims of this **Policy** shall not exceed the amount(s) stated in Item 5. of the Declarations for the purchased **Coverage Section(s)**.

In the event the applicable Limit(s) of Liability stated in Item 5. of the Declarations is exhausted by payment of **Damages**, or has been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.

3. Shared Policy Limit of Liability

If Shared Policy Limit of Liability for all **Coverage Sections** is purchased, as stated in Item 5. A. of the Declarations, then the **Insurer's** liability for all **Claims** covered by the **Coverage Sections** purchased shall not exceed the Aggregate Limit of Liability stated in Item 5. A. of the Declarations.

4. Separate Limit of Liability

If Separate Limit of Liability for each **Coverage Section** is purchased, as stated in Item 5. B. of the Declarations, then the **Insurer's** liability for all **Claims** covered by each **Coverage Section** purchased shall not exceed the Separate Aggregate Limit of Liability stated in Item 5. B. of the Declarations.

B. Exhaustion of Limit of Liability

- In the event the applicable Limit of Liability stated in Item 5. of the Declarations, or any applicable sub-limit stated in this **Policy**, is exhausted by payment of **Costs of Defense** and/or **Damages**, or has been offered or tendered to, or on behalf of, the **Insured**, or to a court of competent jurisdiction, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
- 2. Unless otherwise stated, all Limits of Liability for this **Policy**, including any sub-limit(s), will apply in the aggregate to all covered **Claims**. In no event shall the **Insurer** be liable to make any payment for **Costs of Defense** and/or **Damages** in excess of the Limit(s) of Liability stated in Item 5. of the Declarations or any applicable sub-limit stated in this **Policy**.
- 3. The Insurer is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a Claim after the applicable limit of the Insurer's liability has been exhausted by payment of Damages or Costs of Defense or by any combination thereof or after the Insurer has deposited the remaining available Limit of Liability into a court of competent jurisdiction. In such case, the Insurer shall have the right to withdraw from the further investigation, defense, payment or settlement of such Claim by tendering control of said investigation, defense or settlement of the Claim to the Insured.

C. Multiple Coverage Sections or Endorsements

In the event a Claim is covered under more than one Coverage Section or endorsement and such Coverage Sections or endorsements are not subject to a Shared Policy Limit of Liability, the Insurer shall pay covered Damages based on the terms of each applicable Coverage Section or endorsement and allocated to each applicable Coverage Section or endorsement on the basis of the relative legal and financial exposures of the parties pursuant to the applicable Coverage Sections or endorsements, as determined by the Insurer. The Insurer shall pay covered Costs of Defense based on the terms of each applicable Coverage Section or endorsement, to be distributed equally against all applicable Coverage Sections or endorsements. Any Costs of Defense and/or Damages paid shall reduce the applicable sub-limit or Limit of Liability of such Coverage Sections or endorsements. In no event shall the Insurer be liable to pay Costs of Defense and/or Damages for such Claim in excess of the largest Limit of Liability available under the Coverage Sections or endorsements applicable to such Claim.

D. Deductibles

- 1. The Insurer shall only be liable for the amount of Loss arising from a Claim which is in excess of the applicable Deductible amount stated in Item 6. of the Declarations. Such Deductible amount shall be borne by the Named Insured and shall apply to each and every Claim. In the event a Claim is covered under more than one Coverage Section or endorsement, the largest applicable Deductible shall apply. If the Named Insured fails to pay the Deductible, then all Insureds shall be jointly and severally obligated to pay the Deductible.
- 2. If the Insurer advances any Loss within the applicable Deductible, the Named Insured shall, upon written demand, reimburse the Insurer for such amounts within thirty (30) days. Any funds so advanced by the Insurer at its option, shall serve to reduce the Limit of Liability to the extent that they are not repaid to the Insurer. If the Insurer brings suit to collect the Deductible, then the Insured responsible to pay the applicable Deductible also shall pay the legal fees, costs and expenses incurred by the Insurer to collect the Deductible.

VI. Defense, Cooperation and Settlements

A. Consent

No **Insured** shall admit or assume liability, enter into any settlement agreement, make any offer of settlement or compromise, stipulate to any judgment, agree to arbitration, or incur **Costs of Defense** without the **Insurer's** prior written consent. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision regarding such consent. Any **Costs of Defense** and/or **Damages** incurred and settlements agreed to prior to the **Insurer** giving its consent shall not be covered hereunder.

B. Defense of Claims

- The Insurer shall have the right and the duty to defend any Claims which are covered by this Policy. The Insurer shall have the right to select defense counsel. The Insurer has no obligation to provide Costs of Defense for any Claim not covered by this Policy.
- 2. The **Insurer** has no obligation to pay any amounts incurred by any **Insured** in any way involving the interpretation or applicability of the terms and conditions of this **Policy**.

C. Cooperation

Each **Insured** shall cooperate with the **Insurer** in the defense and settlement of any **Claim**, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to the **Insured**, at no cost to the **Insurer**. Upon the request of the **Insurer**, the **Insured** shall submit to examination and interrogation, under oath if required by a representative of the **Insurer**, and shall attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, as well as giving written statements to the **Insurer's** representatives, and meeting with such representatives for purposes of investigation or defense, all without charge to the **Insurer**.

D. Settlements

The Insurer shall not settle any Claim without the Named Insured's consent. If, however, the Named Insured shall refuse to consent to any settlement recommended by the Insurer, which is acceptable to the claimant, and shall elect to contest the Claim, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such Claim, then the Insurer's liability for the Claim shall be the amount for which the Claim could have been settled, including Costs of Defense incurred up to the date of such refusal, and eighty percent (80%) of such Loss excess of the amount for which the Claim could have been settled. It is a condition of this insurance that the remaining twenty percent (20%) of such Loss shall be borne by the Insureds at their own risk. Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this Policy.

E. Allocation

If a **Claim** made against an **Insured** pursuant to any **Coverage Sections** contains both covered and uncovered matters, then the **Named Insured** and the **Insurer** will allocate any amount incurred with respect to such **Claim** as follows:

- 1. one hundred percent (100%) of Costs of Defense incurred will constitute covered Loss; and
- 2. **Damages** will be allocated on the basis of the relative legal and financial exposures of the parties as to covered and uncovered matters pursuant to the applicable **Coverage Sections**.

If a **Claim** made against an **Insured** pursuant to any **Coverage Sections** contains both covered and uncovered parties, then the **Named Insured** and the **Insurer** will allocate any amounts incurred on behalf of any uncovered parties with respect to such **Claim** on the basis of the relative legal and financial exposures of the parties of such covered and uncovered parties pursuant to the applicable **Coverage Sections**.

The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered **Loss**. In the event that the parties cannot reach a mutually agreeable allocation, the **Insurer** will determine the appropriate allocation at its discretion.

VII. Notice of Claims

A. Notice of Claim

As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** first made against the **Insureds** during the **Policy Period**, as soon as practicable, but in no event later than sixty (60) days after such **Claim** is first made.

B. Notice of Circumstance

If during the **Policy Period** or any Extended Reporting Period or Run-off Period that may apply, the **Insureds** become aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and the **Insured** gives written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the **Policy**), of:

- 1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
- 2. the injury or damages which may result therefrom; and
- 3. the circumstances by which the **Insured** first became aware thereof;

then any **Claim** subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the **Insurer**.

C. Related Wrongful Acts

All Claims based upon or arising out of the same Wrongful Act or any Related Wrongful Acts, or one or more in a series of any similar, repeated or continuous Wrongful Acts or Related Wrongful Acts, shall be considered a single Claim. Each Claim shall be deemed to be first made at the earliest of the following times:

- 1. when the earliest Claim arising out of such Wrongful Act or Related Wrongful Acts is first made, or
- 2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

D. Information and Cooperation

In addition to furnishing the notice as provided in sections VII. A. and VII. B. above, the **Insureds** shall give the **Insurer** such information and cooperation as it may reasonably require and shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

VIII. General Conditions

A. Cancellation or Non-Renewal of Policy

1. Cancellation

- a. The Named Insured may cancel this Policy at any time by sending written notice to the Insurer.
- b. The **Insurer** may not cancel this **Policy** except for non-payment of any premium when due.
- c. The **Insurer** shall provide at least twenty (20) days written notice to the **Named Insured** prior to any cancellation for non-payment of any premium and such cancellation shall not be effective less than twenty (20) days after such notice is mailed.
- d. If this **Policy** is cancelled by the **Named Insured**, the **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

2. Nonrenewal

If the **Insurer** decides not to renew this **Policy**, the **Insurer** shall provide written notice to the **Named Insured** at least sixty (60) days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal.

3. Notice

The **Insurer** shall send all notices required under this Section VIII.A. by first-class mail to the **Named Insured** at the address last known to the **Insurer**. Proof of mailing of such notice by the United States Postal Service certificate of mailing shall be sufficient proof of notice.

B. Application

The **Application** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. Any material submitted with the **Application(s)** shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Application** are their representations, that they are material and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the **Application(s)** were untrue, inaccurate or incomplete, then this **Policy** shall not apply to that person or persons.

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However, if the signer of the **Application** knew as of the **Policy** inception date that such representations and statements contained in the **Application(s)** were untrue, inaccurate or incomplete, then this **Policy** shall not apply to that person or persons and the **Insured Entity**.

C. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this **Policy**, and the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or organization shall have any right under this **Policy** to join the **Insurer** as party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

D. Change in Control of the Named Insured

- 1. If during this Policy Period the Named Insured:
 - ceases to continue as an ongoing entity; or
 - b. sells all or substantially all of its assets, or consolidates, or merges with or into any other person, group, entity or organization; who then controls the right to elect or appoint more than 50 percent of the Board of Directors or other governing body of the **Named Insured**;

(either of the above events herein referred to as "Transaction")

then, this **Policy** shall continue in full force and effect as to any **Wrongful Acts** fully occurring prior to the Transaction, but there shall be no coverage afforded by any provision of this **Policy** for any actual or alleged **Wrongful Acts** occurring after the Transaction.

- 2. This **Policy** may not be cancelled following a Transaction and the entire premium for this **Policy** shall be deemed fully earned as of the effective date of the Transaction.
- 3. The **Named Insured** shall give the **Insurer** written notice of the Transaction as soon as practicable but not later than sixty (60) days after the Transaction and prior to the expiration of the **Policy Period**. In the event of a Transaction, the **Named Insured** shall have the right to purchase the Run-Off Period described in section II. C. of this Common Policy Terms and Conditions Section.

E. Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this **Policy** unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or obtained any profit or advantage to which such **Insured** was not legally entitled.

F. Assignment

This **Policy** and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

G. Entire Agreement

By acceptance of this **Policy**, the **Insureds** and the **Insurer** agree that this **Policy** and any written endorsements attached hereto constitute the entire agreement between the parties.

H. Representation by Named Insured

It is agreed that the **Named Insured** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of notices, the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the receipt and acceptance of any endorsements issued to form a part of this **Policy** and the exercising or declining to exercise any right to an Extended Reporting Period or Run-off Period.

I. Coverage Territory

This **Policy** applies to any **Wrongful Act** taking place anywhere in the world. In the event that the **Insured Entity** operates outside the United States, then the term **Insured Person** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the position of **Insured Person** in an entity incorporated and/or formed within the United States.

J. Bankruptcy

Bankruptcy or insolvency of the **Insureds** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder. In the event a liquidation or reorganization proceeding is commenced by or against the **Insured Entity** pursuant to the United States Bankruptcy Code, including amendments thereto, or any similar state or local law. The **Insured Entity** and the **Insured Persons** hereby: (1) agree to waive and release any automatic stay or injunction which may apply in such proceeding to this **Policy** or its proceeds under such Bankruptcy Code or law; and (2) agree not to oppose or object to any efforts by the **Insurer**, the **Insured Entity** or any **Insured Persons** to obtain relief from any such stay or injunction.

K. Trade and Economic Sanctions

This **Policy** does not provide coverage for **Insureds**, transactions or that part of **Damages** or **Costs of Defense** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

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Directors, Officers and Organization Liability Insurance Coverage Section

CLAIMS MADE NOTICE FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Application** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreements

Directors, Officers and Organization Liability Coverage

- A. This Policy shall pay on behalf of the Insureds all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Claim first made against the Insureds during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Act committed subsequent to the Prior Acts Date; except and to the extent that the Insured Entity has indemnified the Insured Persons.
- B. This Policy shall pay on behalf of the Insured Entity all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Claim that is first made against the Insured Persons during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Act committed subsequent to the Prior Acts Date; but only to the extent that the Insured Entity has indemnified the Insured Persons for such Costs of Defense and/or Damages as permitted by law.
- C. This Policy shall pay on behalf of the Insured Entity all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Claim that is first made against the Insured Entity during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Act committed subsequent to the Prior Acts Date.

II. Priority of Payments

In the event of **Costs of Defense** and/or **Damages** arising from any **Claim** for which payment is due under the provisions of this coverage section, then the **Insurer** shall:

- 1. first, pay such non-indemnifiable **Costs of Defense** and/or **Damages** for which coverage is provided under Insuring Agreement I. A. of this coverage section; and
- 2. then, with respect to whatever remaining amount of the applicable Limit of Liability stated in Item 5. of the Declarations is available after payment of such non-indemnifiable **Costs of Defense** and/or **Damages**, at the written request of the Chief Executive Officer of the **Named Insured**, either pay or withhold payment of such other **Costs of Defense** and/or **Damages** for which coverage is provided under this coverage section.

In the event the **Insurer** withholds payment pursuant to sub-paragraph 2. above, then the **Insurer** shall at such time and in such manner as shall be set forth in written instructions of the Chief Executive Officer of the **Named Insured**, remit such payment to the **Named Insured** or directly to the **Insured Persons**.

III. Definitions

In addition to the Definitions listed in section III. of the Common Policy Terms and Conditions Section, whenever printed in boldface type, and whether in the singular or plural form, in this coverage section the following terms shall have the meanings indicated below.

Claim means:

- a written demand for monetary or non-monetary relief including, but not limited to, a civil, criminal, administrative, or arbitration proceeding arising from a Wrongful Act;
- 2. a civil, criminal, administrative, or arbitration proceeding for monetary or non-monetary relief filed against an **Insured** arising from a **Wrongful Act** which is commenced by: (a) service of a complaint or similar pleading; (b) return of an indictment, information or similar document; or (c) receipt or filing of a notice of charges; or

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 a written request made by a claimant to the Named Insured to toll or waive the statute of limitations for any Wrongful Act;

provided, however, the term **Claim** shall not include any grievance or arbitration subject to a collective bargaining agreement with respect to Insuring Agreement I. C. of this coverage section. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.

Costs of Defense means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered Claim against the Insureds, but excluding salaries, wages, overhead or benefit expenses associated with any Insured, or any amount covered by the duty to defend obligation of any other insurer.

Damages means:

- 1. a monetary judgment, award or settlement; or
- 2. pre-judgment interest and post-judgment interest;

provided, however, **Damages** shall not include:

- a. taxes, civil or criminal fines, sanctions or penalties imposed by law; or
- costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person; or
- c. commissions, bonuses, deferred compensation, profit sharing or severance payments; or
- d. disgorgement or restitution payment by or on behalf of any **Insured**, including disgorgement or restitution of amounts retained, obtained, or acquired by an **Insured** and any settlement payment arising from any actual or alleged amount that an **Insured** improperly retained, obtained, or acquired; or
- e. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Insured Person means any past, present or future duly elected or appointed directors, trustees, officers, employees (including part time, seasonal and temporary individuals), volunteers, or committee or staff members of the **Insured Entity**. An independent contractor is not an **Insured Person** under this coverage section.

Insured means any Insured Person or any Insured Entity.

Loss means Damages and Costs of Defense.

Outside Entity means:

- 1. a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code of 1986, including amendments thereto: or
- 2. any other entity organized for a religious or charitable purpose under any nonprofit organization act or statute; or
- 3. any other entity, partnership, joint venture or other organization listed by endorsement to this Policy.

Personal Injury means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, infringement of copyright or trademark, unauthorized use of title, plagiarism, or misappropriation of ideas.

Prior Acts Date means the date stated in Item 8. i. of the Declarations.

Wrongful Act means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act, including Personal Injury, by:

- any Insured Person in their respective capacities as such, or any matter claimed against them by reason of their status as Insured Persons with the Insured Entity;
- 2. any **Insured Person** arising out of their serving as a director, officer, trustee, or governor of an **Outside Entity** in such capacity, but only if such service is at the specific request or direction of the **Insured Entity**; or
- 3. the Insured Entity.

IV. Exclusions

In addition to the Exclusions listed in section IV. of the Common Policy Terms and Conditions Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the actual or alleged gaining of any profit or advantage to which an **Insured** was not legally entitled; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** gained such profit or advantage to which an **Insured** was not legally entitled;
- **B.** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged criminal or deliberate fraudulent act; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** committed such criminal or deliberate fraudulent act;

c. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged payments to an **Insured** of any remuneration without the previous approval of the governing bodies of the **Insured Entity**, which payment without such previous approval shall be held to have been illegal; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** received such payments;

Solely with respect to Exclusions A., B., and C. of this coverage section, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**.

- **D.** for:
 - 1. physical damage to or destruction of any tangible property, including the loss of use thereof; or
 - 2. bodily injury, sickness, disease, death, assault or battery of any person;
- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
- F. by, on behalf of, or in the right of any Insured in any capacity; provided, however, this exclusion does not apply to:
 - any Claim that is a derivative action brought or maintained on behalf of the Insured Entity, and only if such Claim is
 instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation
 of, or intervention of any Insured; or
 - any Claim by any Insured Person pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder; provided, however, this exception does not apply to any Claim arising from any actual or potential employment relationship with the Insured Entity;
- G. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any Wrongful Act of an Insured Person serving in the capacity as a director, officers, trustee, employee, member or governor of any other entity other than an Insured Entity or an Outside Entity, or by reason of their status as a director, officer, trustee, employee, member or governor of such other entity;
- **H.** for any **Wrongful Act** arising out of an **Insured** serving as a director, officer, trustee, employee, member or governor of an **Outside Entity**:
 - if such Claim is brought by the Outside Entity or any of its directors or officers, or by any security holder of the Outside Entity, whether directly or derivatively, unless such security holder's Claim is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of the Outside Entity, any of its directors or officers, or any Insured; or
 - if such Wrongful Act occurred prior to the inception date of the first Nonprofit Directors, Officers and Organization Liability Insurance Policy issued by the Insurer to the Named Insured, which has been continuously renewed and maintained in effect prior to the inception of this Policy Period; or
 - to the extent such Insured is indemnified for such Costs of Defense and Damages by the Outside Entity, and/or
 to the extent that there is coverage in whole or in part under any policy issued to or for the benefit of any Outside
 Entity or its directors or officers, then this Policy shall apply only to Loss excess over such indemnification and
 insurance(if applicable);
- I. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged employment-related torts, including but not limited to: failure to hire; wrongful dismissal; wrongful discharge; wrongful termination; retaliation; harassment; discrimination; violation of civil rights; or violation of any federal, state, local or foreign laws, whether statutory or common law, concerning discrimination or harassment;
- J. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, whether statutory or common law, including, without limitation, the Fair Labor Standards Act;
- **K.** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of any oral or written contract or agreement; provided, however, this exclusion shall not apply to the extent that an **Insured Entity** would have been liable in the absence of the contract or agreement.

The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the Exclusions.

V. Other Insurance

Unless specifically stated otherwise, the coverage afforded under this coverage section shall apply only as excess over any other valid and collectible insurance, unless such other insurance is specifically written as excess insurance over the Separate Limit of Liability or Shared Limit of Liability applicable to this coverage section. This coverage section shall be excess of any other valid and collectible insurance pursuant to which any other insurer has a duty to defend a **Claim** for which this coverage section may be obligated to pay **Costs of Defense** and/or **Damages**.

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NonProfit ExecShield®

Employment Practices Liability Insurance Coverage Section

CLAIMS MADE NOTICE FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Application** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreements

A. Wrongful Employment Acts Coverage

This **Policy** shall pay on behalf of the **Insureds** all **Costs of Defense** and/or **Damages** up to the Limit of Liability applicable to this coverage section arising from any **Employment Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in accordance with section VII. of the Common Policy Terms and Conditions Section of this **Policy**, for any actual or alleged **Wrongful Employment Act** committed subsequent to the **Prior Acts Date**.

B. Third Party Wrongful Acts Coverage

If purchased as indicated in Item 3. ii. of the Declarations, this **Policy** shall pay on behalf of the **Insureds** all **Costs of Defense** and/or **Damages** up to the Limit of Liability applicable to this coverage section arising from any **Third Party Claim** that is first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in accordance with section VII. of the Common Policy Terms and Conditions Section of this **Policy**, for any actual or alleged **Third Party Wrongful Act** committed subsequent to the **Prior Acts Date**.

II. Automatic Extended Reporting Period for Former Directors or Officers

In addition to section II. Extended Reporting Periods of the Common Policy Terms and Conditions Section, the following shall apply:

- 1. If the Named Insured cancels or refuses to renew this coverage section and the Named Insured has not purchased any similar insurance policy(ies), Optional Extended Reporting Period or Run-Off Period from the Insurer or any other insurance carrier, there shall be a three (3) year automatic extension of the reporting period for this coverage section for any Claim that is first made against any Former Director or Officer during such three (3) year period but only with respect to any Wrongful Act of any Former Director or Officer fully occurring prior to the end of the Policy Period and which is otherwise covered by this coverage section. Such three (3) year period of time shall be referred to as the Automatic Extended Reporting Period for Former Directors and Officers. There shall be no additional premium for the Automatic Extended Reporting Period for Former Directors and Officers.
- The Limit of Liability for the Automatic Extended Reporting Period for Former Directors and Officers shall be part of, and not in addition to, the Limit of Liability stated in Item 5. of the Declarations for this coverage section.

III. Definitions

In addition to the Definitions listed in section III. of the Common Policy Terms and Conditions Section, whenever printed in boldface type, and whether in the singular or plural form, in this coverage section the following terms shall have the meanings indicated below.

Claim means:

- 1. an **Employment Claim**; or
- if purchased as indicated in Item 3. ii. of the Declarations, a Third Party Claim.

A Claim shall be deemed to have been first made at the time notice of the Claim is first received by any Insured.

Claimant means:

- 1. a past or present **Employee** of, or applicant for employment with, an **Insured Entity**; or
- a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state
 or local or foreign agency, when acting on behalf of or for the benefit of a past or present Employee or applicant for
 employment with an Insured Entity.

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Costs of Defense means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered Claim against the Insureds, but excluding salaries, wages, overhead or benefit expenses associated with any Insured, or any amount covered by the duty to defend obligation of any other insurer.

Damages means:

- 1. a monetary judgment, award or settlement, including front pay, back pay, emotional distress; or
- 2. pre-judgment interest and post-judgment interest;

provided, however, Damages shall not include:

- taxes (provided, however, that the **Insurer** will reimburse an **Insured Entity** for any employer share of payroll taxes on any portion of damages or settlements which constitute back pay otherwise considered **Damages**), civil or criminal fines, or penalties imposed by law; or
- b. payment of insurance, disability, pension, health or other plan benefits claimed by or on behalf of any former or current **Employee**, or that an **Employee** would have been entitled to as an **Employee** had the **Insured Entity** provided the **Employee** with a continuation of insurance; or
- c. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person; or
- d. commissions, bonuses, profit sharing or severance payments, unpaid wages, or amounts due pursuant to any federal, state, local or foreign wage and hour laws whether statutory or common law, including without limitation, the Fair Labor Standards Act, including any amendments thereto, and/or any payroll policies, practices and procedures, including the reimbursement of claimed business expenses; or
- e. future wages or benefits of any reinstated **Employee** or wages or benefits associated with the continued employment of an **Employee**; or
- f. any matter deemed uninsurable under the law pursuant to which this **Policy** is construed.

Employee means an individual whose labor or service is engaged by and directed by an Insured Entity, including any: part-time, volunteer, intern, leased, seasonal or temporary individual; or committee or staff member. An independent contractor is not an Employee. An individual's employment status shall be determined as of the date of the Wrongful Act.

Employment Claim means:

- a written demand for monetary or non-monetary relief, including but not limited to, any demand for mediation, arbitration or any other alternative dispute resolution process, brought by or on behalf of a Claimant, arising from a Wrongful Employment Act;
- a civil, administrative, regulatory investigation or arbitration proceeding brought by or on behalf of a Claimant, arising from a Wrongful Employment Act; or
- 3. a written request made by a **Claimant** to an **Insured** to toll or waive the statute of limitations for any **Wrongful Employment Act**;

provided, however, the term **Employment Claim** shall not include any grievance or arbitration based upon, arising out of, directly or indirectly resulting from, or in consequence of, or in any way involving a collective bargaining agreement.

Former Director or Officer means any duly elected or appointed director, trustee or officer of an Insured Entity solely while acting within such capacity for an Insured Entity; who did not serve as a duly elected or appointed director or officer at the time of the cancellation or non-renewal of this Policy.

Harassment means unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature that:

- 1. are explicitly or implicitly made a condition of employment;
- 2. are used as a basis for employment decisions; or
- 3. create a work environment that interferes with performance.

Harassment also means assault or battery, but only if related to a charge of sexual harassment.

Insured means any Insured Person or any Insured Entity.

Insured Person means:

- 1. any past, present or future duly elected or appointed director, trustee or officer of an **Insured Entity** while acting solely within the course and scope of employment with an **Insured Entity**;
- 2. an Employee while acting solely within the course and scope of employment with an Insured Entity; or
- 3. an independent contractor for an **Insured Entity**, but only if the **Insured Entity** provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

Loss means Damages and Costs of Defense.

Prior Acts Date means the date stated in Item 8. ii. of the Declarations.

EPL 23300-rev0417 Employment Practices Liability Insurance Coverage Section

Retaliation means any actual or alleged retaliatory act of an **Insured** alleged to be in response to the actual or attempted exercise by an **Employee** or applicant for employment with the **Insured Entity**, of any right that such **Employee** or applicant has under law, including without limitation, any of the following activities:

- the disclosure or threat of disclosure by an Employee to a superior or to any governmental agency of any act by an Insured which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
- 2. the exercise of rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;
- the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law:
- 4. strikes of an **Employee** or applicant, or any legally-protected work stoppage or slowdown; or
- 5. assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder.

Third Party Claim means:

- 1. a written demand for monetary or non-monetary relief, including but not limited to, any demand for mediation, arbitration or any other alternative dispute resolution process; arising from a **Third Party Wrongful Act**, which is solely brought and maintained by or on behalf of a **Third Party Claimant** against an **Insured**;
- a civil proceeding which is: (a) brought against an Insured; and (b) arising from a Third Party Wrongful Act; and (c) which is solely brought and maintained by or on behalf of a Third Party Claimant against whom a Third Party Wrongful Act is alleged to have been committed; or
- a written request made by or on behalf of a Third Party Claimant to an Insured to toll or waive the statute of limitations for any Third Party Wrongful Act.

Third Party Claimant means any natural person(s) who is a client, customer, vendor, service provider or other business invitee of any Insured Entity, other than an Employee or applicant for employment with the Insured Entity.

Third Party Wrongful Act means any actual or alleged:

- 1. discrimination prohibited by applicable law;
- 2. harassment on the basis of race, color, religion, age, gender, disability, pregnancy, national origin, sexual orientation, gender identity or expression, or marital status; or
- 3. harassment in the form of unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature:

committed by an Insured.

Workplace Bullying means verbal, written or visual intimidation, harassment or threats by an Insured while acting solely within the course and scope of employment with an Insured Entity, including but not limited to, an Insured's use of social media to intimidate, harass or threaten.

Wrongful Act means:

- 1. a Wrongful Employment Act;
- 2. if purchased as indicated in Item 3. ii. of the Declarations, a Third Party Wrongful Act.

Wrongful Employment Act means any actual or alleged:

- wrongful dismissal, discharge or termination of employment (either actual or constructive), including breach of an implied agreement to employ;
- 2. Harassment;
- harassment on the basis of race, color, religion, age, gender, disability, pregnancy, national origin, sexual orientation, gender identity or expression, or marital status (including but not limited to: Workplace Bullying);
- 4. discrimination (including, but not limited to, discrimination based upon age, gender, gender identity or expression, race, color, national origin, religion, sexual orientation or preference, genetic information, pregnancy, marital status, military status or disability or any other basis prohibited by law);
- 5. Retaliation:
- 6 employment-related misrepresentation;
- 7. employment-related libel, slander, humiliation or defamation or invasion of privacy;
- 8. false arrest or false imprisonment;
- 9. wrongful failure to employ or promote;
- 10. wrongful deprivation of career opportunity, wrongful demotion or negligent evaluation, including the giving of negative or defamatory statements in connection with an employee reference;

- 11. wrongful discipline;
- 12. failure to grant tenure; or
- negligent hiring, retention, training or supervision, infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent employment-related corporate policies and procedures, or violation of an individual's civil rights;

committed by an Insured.

IV. Exclusions

In addition to the Exclusions listed in section IV. of the Common Policy Terms and Conditions Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

A. for

- 1. damage to or destruction of any tangible property, including the loss of use thereof, or
- bodily injury, sickness, disease, and death; provided, however, solely with respect to a Claim for a Wrongful Employment Act, this exclusion shall not apply to: emotional distress, mental anguish, defamation, invasion of privacy or humiliation;
- **B.** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; or any similar provisions of state statutory law or common law;
- **C.** for any actual or alleged breach of any oral or written contract or agreement; or for any amounts owed pursuant to an oral or written contract or agreement; whether brought as breach of contract, misrepresentation or otherwise;
- D. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Worker's Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the National Labor Relations Act, or the Health Insurance Portability and Accountability Act of 1996, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any Claim for any actual or alleged retaliatory treatment of an Employee by the Insured on account of the Employee's exercise of rights pursuant to any such law;
- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged obligations under any workers' compensation, social security, disability benefits, or unemployment compensation law, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any Claim for any actual or alleged retaliatory treatment of an Employee by the Insured on account of the Employee's exercise of rights pursuant to any such law;
- F. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violations of any federal, state, local or foreign wage and hour laws, whether statutory or common law, including, without limitation, the Fair Labor Standards Act including any amendments thereto; provided, however, this exclusion shall not apply to any Claim for any amounts owed under the Equal Pay Act of 1963, or any similar provisions of any federal, state, local or foreign law prohibiting pay discrimination or for any actual or alleged retaliatory treatment of an Employee by the Insured on account of the Employee's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

V. General Conditions

Other Insurance

Unless specifically stated otherwise, the coverage afforded under this coverage section for:

- an Employment Claim shall be primary to any other valid and collectible insurance policy (including coverage afforded by any other Coverage Section), provided that with respect to that portion of an Employment Claim made against any leased or temporary employee or independent contractor, Costs of Defense and/or Damages payable on behalf of such leased or temporary employee or independent contractor under this coverage section shall be excess of, and shall not contribute with, any other valid and collectible policy (other than a policy that is issued specifically as excess of the insurance afforded by this coverage section), regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise; and
- 2. a **Third Party Claim** shall be excess of, and shall not contribute with, any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this coverage section); regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

Friends of Idaho Public Television, Inc.

FRIENDS OF IDAHO PUBLIC TELEVISION, INC. ENDOWMENT FUND

Statement of Investment Policy and Fiduciary Management



Approved by Friends of Idaho Public Television, Inc. February 20, 2018

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BACKGROUND

On September 23, 1985, the Idaho Public Television Foundation, Inc. (IdahoPTV Foundation) was incorporated under the laws of the State of Idaho as a nonprofit organization exempt from Federal tax under section 501(c)(3) of the Internal Revenue Code. The Idaho Public Television Foundation's exclusive purposes are:

- to benefit Idaho Public Television (IdahoPTV), an agency of the state of Idaho, directly responsible to the Idaho State Board of Education, which holds the licenses for five analog and five digital public television stations in Idaho: KAID, Boise; KISU, Pocatello; KUID, Moscow; KIPT, Twin Falls; and KCDT, Coeur d'Alene and 43 rural television translators;
- to provide an annual scholarship to a student studying broadcasting at an Idaho state college or university; and
- to solicit, receive, and expend funds and property to carry out any or all purposes of the IdahoPTV Foundation.

The IdahoPTV Foundation endeavors and is empowered to solicit financial support for IdahoPTV. This includes the management and investment of the securities, monies, and real and personal property it receives. When necessary, the IdahoPTV Foundation shall expend its resources, beyond that required to cover the costs of its operation, to and for the benefit of IdahoPTV. The IdahoPTV Foundation is governed by a Board of Directors.

IdahoPTV is a multimedia, statewide television network. The Idaho State Board of Education is the licensee board for Idaho Public Television and has statutory responsibility for all programming and In addition, IdahoPTV has three regional, non-profit designation other operating decisions. corporation boards, the Friends of Idaho Public Television: KAID/KIPT, Inc.; the Friends of Idaho Public Television: KISU, Inc., and the Friends of Idaho Public Television: KUID/KCDT, Inc., each with a separate Board of Directors.

In 1989, the IdahoPTV Foundation began discussions about establishing an endowment, to recognize the importance of long-term financial vitality and stability for IdahoPTV. By 1991, the IdahoPTV Foundation created the Endowment, and on October 30, 1992, adopted amendments to a previously presented Endowment resolution. The IdahoPTV Foundation set aside an Endowment to receive, invest, and expend various gifts and other income for the benefit of IdahoPTV and its support of local productions, programming, and capital needs. The initial goal was to raise \$3,000,000 by the end of the year 2000. Due to drastic reduction in federal (Corporation for Public Broadcasting) funding and flat state operational funding, the initial deadline goal was moved up to June 30, 1999, and the initial fund's goal was successfully raised by that date.

On March 27, 2008, the Friends of Idaho Public Television, KAID/KIPT, Inc., together with the Friends of Idaho Public Television, KISU, Inc., and the Friends of Idaho Public Television, KUID/KCDT, Inc., merged with the Idaho Public Television Foundation, Inc.

Also on this date, the Idaho Public Television Foundation, Inc. was renamed Friends of Idaho Public Television, Inc. (Friends).

INTRODUCTION

The Friends Board of Directors (Board) approved this policy through careful study and consideration of the returns and risks associated with investment strategies in relation to the current and projected income needs of Idaho Public Television and activities, which are supported by the Friends. This policy provides a structure within which the Endowment may be managed to achieve the long-term investment and financial objectives of the Friends. The Friends is committed to ensuring the assets

of the Endowment are fully diversified into appropriate and viable asset categories, which are managed efficiently and prudently by qualified investment personnel.

The assets are intended to be held as a permanent endowment.

The responsibility for implementation of the investment policy shall be delegated to the Endowment Committee appointed by the Board.

MISSION

The mission of the Friends is to provide sustainable annual support for special projects, student scholarships, and programming initiatives that surpass general operating expenditures of Idaho Public Television provided by the State of Idaho. This annual support will be funded by a combination of capital appreciation of the Endowment and by annual fundraising efforts. The Friends endeavors that:

- 1. Gifts and other support designated by donors to the Friends shall be so honored.
- 2. The Board shall approve a Spending Policy regarding the amount of financial support it will provide to IdahoPTV on an annual basis.
- The Board shall encourage funding opportunities to benefit IdahoPTV.

RESPONSIBILITIES

Board

- 1. The Board shall approve all investment policies.
- 2. The Board President shall select board members to serve on the Endowment Committee.
- 3. The Board may hire an Investment Consultant1, or other experts, to advise in stated responsibilities.
- 4. The Endowment Committee shall recommend to the Board, for the Board's approval, the hiring of Investment Managers² or other experts.

Friends Endowment Committee (Endowment Committee)

1. The Endowment Committee's primary responsibilities are to ensure compliance with the approved investment policies, to determine the optimum asset allocation of the investment portfolio and to select, monitor and evaluate Investment Managers. The Endowment Committee will meet quarterly to review the status of investments and Investment Manager performance.

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¹ An Investment Consultant does not manage assets, but rather oversees the Investment Managers, develops strategies and monitors results. Investment Consultants also provide a third party, objective analysis of all issues relating to the

² An Investment Manager is responsible for day to day management of assets through buying and selling of securities.

- 2. The Endowment Committee will be responsible for reviewing, implementing, and monitoring existing policies, but must have approval from the Board for any changes in existing policy or adoption of new policies.
- 3. The Endowment Committee will have the authority to carry out Investment Manager terminations for reasons identified within this policy. Any Investment Manager terminations for reasons outside this policy will be brought before the Board for approval.
- 4. The Endowment Committee will be allowed to reinvest proceeds from a terminated Investment Manager into an index fund or ETF of the same asset class for a period of up to one year until the Board of Directors ratifies a new Investment Manager. The Board of Directors must approve an extension of the one-year Investment Manager search while said funds remain in the index fund or the same asset class ETF.

Investment Consultant

The Investment Consultant will assist in developing the Investment Policy Statement, provide potential model asset allocation strategies, monitor all Investment Manager activities, prepare performance reports and communicate with the Board through the Endowment Committee on all aspects of the portfolio.

Investment Manager

- 1. Investment Managers are responsible for the day-to-day investment management of assets in accordance with this Statement of Investment Policy and Fiduciary Management.
- 2. All Investment Managers are expected to conform to all State and Federal laws governing the practice of investment management.

General

- 1. The master schedule for Board and Endowment Committee meetings may be adopted on or before December 31st for the upcoming calendar year. The IdahoPTV General Manager will provide a copy of the meeting schedule to the Investment Consultant. The Endowment Committee may meet no sooner than four weeks following the end of the quarter.
- 2. All communication³ regarding the Endowment and including the Investment Consultant shall be copied to (at the minimum) the Investment Consultant, the Board President, the Board Treasurer, the Endowment Committee, the IdahoPTV General Manager, and the IdahoPTV Director of Fiscal Affairs.
- 3. The IdahoPTV General Manager will be responsible for communicating any changes to the distribution list.

³ **Communication** shall be defined as information, data, and correspondence that is essential to the Client/Investment Consultant relationship. This includes the distribution of performance reports, asset allocation studies, manager research, and any other documents that affect the implementation of existing policy or adoption of new policy. In addition, this includes any organizational changes of the **Friends of Idaho Public Television**, **Inc.** that could affect investment procedures, contact lists, or meeting schedules.

INVESTMENT OBJECTIVES

In recognition of the importance of a strong Endowment for the long-term financial vitality and stability of Idaho Public Television, the Friends of Idaho Public Television, Inc. has set aside a permanent Endowment to receive, invest, and expend various gifts and other income for the benefit of IdahoPTV and its support of local productions, programming, and capital needs. The objectives are:

- 1. Maximize the Endowment's total returns within appropriate risk constraints to support the mission of the Friends of Idaho Public Television, Inc.
- 2. Maintain the Endowment's purchasing power in perpetuity to ensure spending rates that keep pace with inflation.
- 3. The annual target return shall be to exceed the policy portfolio benchmark, net of fees over a trailing 5-year period.

Time Horizon

The Friends established a perpetual endowment and has no fixed investment time horizon. As such, the assets within the Endowment will be managed with a long term focus that will emphasize a total return philosophy.

Risk Tolerance

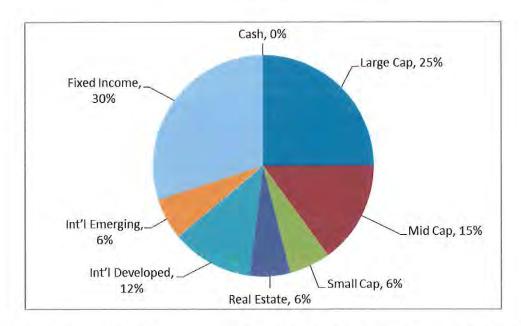
The Board recognizes that assumption of risk is warranted in order to achieve the stated objectives, accommodate the spending policy and keep pace with inflation. The Board shall determine how much risk can be tolerated by assessing the probability of achieving, exceeding, or falling short of these objectives.

ASSET ALLOCATION

The Endowment Committee worked with the Investment Consultant to review various asset allocation models to determine the most optimal diversification relative to the stated goals and objectives of the Friends. As such, both passive and active management styles may be employed in all asset classes.

The Strategic Asset Allocation model will be reviewed every three years to determine its continued relevance to the goals and objectives of the Friends.

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The following will provide the policy percentages for the Endowment asset allocation and limits on upper and lower constraints:

Strategic Asset Allocation

Asset Class	Lower Limit	Policy	Upper Limit
US Large Cap Equity	21%	25%	29%
US Mid Cap Equity	12%	15%	18%
US Small Cap Equity	4%	6%	8%
Real Estate	4%	6%	8%
Int'l Equity Developed	9%	12%	15%
Int'l Equity Emerging	4%	6%	8%
US Fixed Income	22%	30%	38%
Cash Equivalents	N/A	0%	3%

The Endowment Committee shall determine that each asset class included in the Strategic Allocation has a separate set of security selection guidelines and performance benchmarks, which are approved by the Board and issued to the Investment Managers responsible for each segment of the Endowment portfolio. The Endowment Committee will review security selection guidelines and performance benchmarks every three years during any regular or special meeting. The Endowment Committee will annually review the strategic asset allocation.

Rebalancing Policy

It is the goal of the Friends to maintain the Strategic Asset Allocation long term to achieve the stated investment objectives. Over time, certain assets will perform better or worse than others, which will create an imbalance in the allocation. Therefore, upper and lower

constraints have been established to allow for variations in asset performance. Once an asset class has breached an upper or lower limit for ten consecutive business days, the Investment Consultant will notify, within the next three business days, the Endowment Committee Chair to discuss a recommendation. Typically, when a limit has been breached, the Investment Consultant will rebalance the portfolio within the approved policy allocation.

Cash Flows

Cash inflows and outflows of the Endowment shall be designated as opportunities for rebalancing. By way of example, cash inflows shall be allocated to the asset class or classes that are the most underweighted relative to policy allocation (see page 6). Cash outflows shall be taken from the asset class or classes that are the most over weighted relative to policy allocation (see page 6).

Performance Benchmarks

The performance benchmarks that will be used in order to evaluate manager return for the asset classes are as follows:

Asset Class	<u>Index</u>	McMillen Universe
US Large Cap Equity	Russell 1000 ⁴	Large Cap
US Mid Cap Equity	Russell Mid Cap ⁵	Mid Cap
US Small Cap Equity	Russell 2000 ⁶	Small Cap
Real Estate	NAREIT ⁷	Real Estate
US Fixed Income	Barclay's Aggregate ⁸	Intermediate Fixed
Int'l Equity Developed	MSCI EAFE ⁹	Developed International
Int'l Equity Emerging	MSCI Emerging ¹⁰	Emerging International

⁴ The Russell 1000 includes the largest 1000 securities in the Russell 3000. The Russell 1000 Index offers investors access to the extensive large-cap segment of the U.S. equity universe representing approximately 92% of the U.S. market.

⁵ The Russell Mid Cap Index is comprised of the 800 smallest stocks from the Russell 1000 Index. representing approximately 22% of the U.S. equity market capitalization.

⁶ The Russell 2000 index represents the smallest 2000 stocks within the Russell 3000 index. As of September 30, 2017, the weighted average market capitalization for a company in the index is around \$2.2 billion; the median market cap is \$854 million.

⁷ A real estate index that includes both all equity properties plus all properties, which have been de-leveraged making it a large universe of properties.

^a Covers the U.S. investment-grade fixed-rate bond market, including government and credit securities, agency mortgage pass-through securities, asset-backed securities and commercial mortgage-based securities. To qualify for inclusion, a bond or security must have at least one year to final maturity, rated investment grade Baa3 or better, dollar denominated, non-convertible, fixed rate and be publicly issued.

⁹ A free float-adjusted market capitalization index that is designed to measure developed market equity performance excluding the U.S. and Canada. As of April 2002, the MSCI EAFE index consisted of 21 developed countries in Europe Autralasia and the Far East.

¹⁰ A free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets.

18% MSCI EAFE #2 25% Russell 1000 15% Russell Mid Cap 6% Russell 2000 6% NAREIT Equity 30% Barclay's Aggregate 12% MSCI EAFE 6% MSCI EAFE 6% MSCI Emerging
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INVESTMENT MANAGER EXPECTATIONS

Each Investment Manager will be measured by the Investment Consultant against their asset class benchmark and universe. Active management will provide a varied level of relative performance. Therefore, a trailing 5-year period will be given to each Investment Manager in order to measure their return relative to their assigned benchmark. In certain instances, such as an Investment Manager drifting from the stated asset class or basic philosophy, a review may be required within a market cycle. The Endowment Committee will review the performance results quarterly and make any recommended changes deemed necessary to the Board for approval.

Additionally, all active Investment Managers will be expected to achieve and maintain the following relative performance over a trailing 5-year period:

Asset Class	Return Above Benchmark	Minimum Universe ¹² Ranking
US Equity	75 basis points*, net of fees	40 th percentile
Fixed Income	25 basis points*, net of fees	40 th percentile
International Equity	75 basis points*, net of fees	40 th percentile

^{* 100} basis points = 1.00%

INVESTMENT MANAGER GUIDELINES

The managed portfolios will be well diversified and consist of readily marketable securities in the open market. Investments may consist of short, medium and/or long-term securities. Investment Managers are expected to conform to all State and Federal laws governing the practice of investment management. Each Investment Manager will be provided with this Statement of Investment Policy and will be expected to return a signed copy to the Investment Consultant. The Investment Consultant will provide a copy to the IdahoPTV General Manager. Additionally, Investment Managers are expected to use prudence in their decision making for Endowment assets and adhere to the investment mandate as agreed to.

¹¹ The Total Portfolio Benchmark/Policy is the return of the weighted sub asset class benchmarks at the portfolio level.

¹² A universe is a group of Investment Managers managing assets within the same asset class. This group is used to compare how hired Investment Managers are performing relative to their peer group, or Universe.

Allowable Investments

All securities are expected to be publicly traded and may consist of:

- Common stocks
- 2. Preferred stocks
- 3. REITs
- 4. International stocks
- U.S. Corporate bonds and notes
- U.S. Government T-bill, notes, bonds and TIPS
- 7. U.S. Agency bonds
- Commercial paper or other money market instruments 8.
- ETF and ETNs (passive investments) 9.
- 10. Warrants that are received by an issuer but not purchased by an Investment Manager.

Concentration

Investment Managers will be allowed to purchase up to 5%, at cost, of their portfolio's current value in any one security. Positions may not grow beyond 8% of the total value of their portfolio at any time unless authorization is provided by the Investment Consultant. The Investment Consultant will notify the Investment Committee Chair if any deviation of this Concentration policy has been allowed

Proxy Voting

Investment Managers are authorized by the Board to vote all proxies held by them. It is expected that Investment Managers vote in a manner that represents the interests of the Friends as defined within this policy.

Fixed Income

Holdings will consist primarily of investment grade securities. These may include, but are not limited to, U.S. Treasury or federal agency obligations, corporate debt instruments, or first mortgage loans. A minimum of 50% of investments will be rated Aaa (Moody's rating) or AAA (S&P). In the event that both Moody's and S&P downgrade U.S. Treasury debt below AAA, the minimum AAA weighting will be equal to the Barclay's Aggregate index. In addition, a minimum of 85% will be rated A by Moody's or A S&P's. A maximum of 5% of fixed income assets may be invested in less than investment grade (Baa) or (BBB) bonds. ETFs will also be allowable investments for fixed income assets.

Duration

The Fixed Income Investment Manager will be allowed to manage the portfolio's effective duration but will be limited to + or - 1/2 year of the Barclay's Aggregate Bond Index duration. If the portfolio moves outside these parameters due to market conditions or if the Investment Manager wants to change the duration outside of + or $-\frac{1}{2}$ year, the Investment Manager will contact the Investment Consultant for review.

The Investment Consultant will notify the Endowment Committee Chair if any deviation of this Duration policy has been allowed.

Cash and Equivalents

All cash investments will be limited to bank CDs, U.S. Government securities, commercial paper rated A-1 (S&P) or P-1 (Moody's), and repurchase agreements collateralized by U.S. Government securities. Additionally, cash may be placed with the Master Custodian¹³ in a money market fund.

Restricted Securities

The following list of securities or transactions are not allowed to be held or conducted without the Board's prior written approval:

- 1. Hedge Funds
- 2. Private Equity Funds or investments
- 3. Venture Capital Funds or investments
- 4. Direct Real Estate investments
- Short sales
- 6. Commodities
- 7. Private placements
- 8. Any use of leverage
- 9. Derivative transactions
- 10. Options contracts

Investment Manager Controls

Each Investment Manager will be monitored by the Investment Consultant on an ongoing basis, including both performance measurement and material changes within the investment management company. The Endowment Committee, for reasons stated below, may terminate the Investment Manager without the Board's approval:

- 1. Returns below the 40th percentile in universe over a trailing 5-year period
- 2. Equity returns that do not produce an additional 75 basis points net of fees (0.75%) above benchmark over a trailing 5-year period
- 3. Fixed Income returns that do not produce an additional 25 basis points net of fees (0.25%) above benchmark over a trailing 5-year period
- 4. Key personnel changes
- 5. Firm sale, merger or change of management control
- 6. Significant style shift
- 7. Regulatory action
- 8. Changes within the Friends

INVESTMENT PERFORMANCE REVIEW

- At least quarterly, the Endowment Committee will meet to review portfolio performance presented by the Investment Consultant.
- 2. All investments must comply with a donor's requirements and restrictions.

¹³ A Master Custodian is a bank, agent, trust company, or other organization responsible for safeguarding financial assets.

- 3. Quarterly the Endowment Committee Chair or Investment Consultant will present an overview of investment performance to the Board.
- 4. The Endowment Committee Chair and Investment Consultant will meet with the Board at least once annually to review the status of investments and Investment Manager performance.
- Review will consist of measurement of Investment Manager performance compared to benchmarks and universes. In addition, a review of material changes with Investment Managers will be discussed.

CLASSIFICATION OF CONTRIBUTIONS

According to GASB and FASB: Accounting for Contributions Received and Contributions Made, there are three types of contributions – permanently restricted, temporarily restricted, and unrestricted – determination of classification is based on the existence or absence of donor-imposed restrictions.

- 1. **Permanently Restricted** Contributions and other inflows of assets whose use by the Friends is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the organization.
- 2. **Temporarily Restricted** Contributions and other inflows of assets whose use by the Friends is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Friends pursuant to those stipulations.
- 3. **Unrestricted** Contributions and other inflows of assets that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

All cash contributions received that are designated to be Endowment assets shall be deposited into the contributions bank account. The non-cash assets received as contributions should be monetized as soon as possible and the sale proceeds deposited into the contributions bank account. It is the intent of this policy that the proceeds residing in the contributions bank account are transferred to the cash account of the Endowment investment portfolio (Investment Cash Account) to be allocated in accordance with this policy.

SPENDING POLICY

The Friends set aside an Endowment to receive, invest, and expend various gifts and other income for the benefit of IdahoPTV and its support of local productions, programming, and capital needs.

The Friends intends to distribute up to 5% of the total fair market value of the Endowment annually to benefit IdahoPTV. The final distribution shall be rounded down to the nearest one hundred dollars. Funds will be distributed from the unrestricted portion of the Endowment. The annual value of the portfolio will be determined by averaging the balance over the prior three years. December 31st will be the determination date for such valuations. This averaging of the portfolio balance will smooth the annual distributions and help achieve predictable spending levels. Proposals for use of Endowment assets shall be presented to the Board by IdahoPTV for determination. In addition, the Board will recommend recipients of the Endowment proceeds in accordance with the Spending Policy. As part of this annual budget process beginning in April, the actual percentage will be recommended each year by the Endowment Committee and approved by the Board.

If the dollars approved are not spent within the fiscal year they are made available, the Board may choose to:

- 1. Roll unspent dollars into the next fiscal year and add them to the new funds allowable for spending, or
- 2. Absorb unspent dollars into the Endowment, which will not be added to next year's spending balance.

ANNUAL AUDIT

The Friends is required to have an independent audit conducted by the Legislative Auditor, State of Idaho for each fiscal year.

The final annual audited financial statements and auditor's letter to management will be distributed annually to the Board, by the IdahoPTV Director of Fiscal Affairs, within 60 days of Legislature approval.

ACCEPTANCE

This Statement of Investment Policy and Fiduciary Management will be reviewed and reconfirmed or revised on an annual basis by the Board.

The Board hereby approves this Statement of Investment Policy and Fiduciary Management on February 20, 2018.

Authorized Signature:

Signature

<u>Friends of Idaho Public Television, Inc. Board President</u>
Title

Printed Name

Friends of Idaho Public Television, Inc.

Exact Name on Account

ADOPTED October 30, 1992

2nd Revision – February 20, 2002

3rd Revision – January 8, 2007

4th Revision – February 6, 2009

5th Revision – January 27, 2010

6th Revision - February 15, 2011

7th Revision – November 16, 2011

8th Revision – February 7, 2012

9th Revision - February 18, 2014

10th Revision - February 20 2018

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF FRIENDS OF IDAHO PUBLIC TELEVISION, INC.

Pursuant to the provisions of Section 30-30-702(2) of the Idaho Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to the Articles of Incorporation:

The following Amendments to Articles of Incorporation were adopted by the Board of Directors of the corporation on _______, 2022, in the manner prescribed by the Idaho Nonprofit Corporation Act. These amendments to the corporation's articles of incorporation do not require approval by members or any persons other than the Board of Directors.

Article II of the Articles of Incorporation is amended to read as follows:

ARTICLE II

The location and post office address of this nonprofit corporation shall be at:

1455 N Orchard St. Boise ID 83706

The registered agent shall be the General Manager of Idaho Public Television.

Article IX of the Articles of Incorporation is amended to read as follows:

ARTICLE IX

The incorporators and initial board of directors were the same consisting of the following persons:

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Ralph J. McAdams 1718 N. 17th Street Boise ID 83702

Jack A. Schlaefle 2863 N. Mountain Road Boise ID 83703

Larry G. Selland 2902 Lancaster Drive Boise ID 83702

Janet S. Hay 328 Winther Blvd. Nampa ID 83651

Scott R. Simplot 577 W. Curling Drive Boise ID 83702

The current board of directors consists of the following persons:

Katherine Aiken	Diane Bilyeu	Todd Christensen
799 Indian Hills Dr	514 Featherie Dr	Meridian ID
Moscow ID 83843	Pocatello ID 83204	todd.christensen@capedcu.com
Trent Clark	Jenny Emery Davidson	Jame` Davis
90 N 2nd E	PO Box 3184	1934 N Willamette Dr
Soda Springs ID 83276	Hailey ID 83333	Post Falls ID 83854
Norma Douglas	John V. Evans, Jr.	Joy Fisher
Box 1567	218 Churchill Dr	1674 Appaloosa
Sun Valley ID 83353	Burley ID 83318	Moscow ID 83843

Jeff Fox	Bev Harad	Ron Hatzenbuehler
962 Cypress Way	3675 W Quail Heights Ct	306 S 7th Avenue
Twin Falls ID 83301	Boise ID 83703	Pocatello ID 83201-5815
Jennifer Henderson	Liza Leonard	Amy Lientz
1015 N 12th St	345 E 24th St	15 N 3192 E
Boise ID 83702	Idaho Falls ID 83404	Idaho Falls ID 83401
Mckinsey Lyon	Craig Meadows	Judy Meyer
1325 E Monterey Dr	PO Box 1617	10500 Hayden Bluff Ln
Boise ID 83706	Boise ID 83701	Hayden Lake ID 83835
Randy Morgan	Con Paulos	Stacy Pearson
13691 W Elmspring St	PO Box 5856	1602 N 17th St
Boise ID 83713	Twin Falls ID 83303	Boise ID 83702
Sharon Price	Brad Rasor	Troy St. Pierre
1098 E 25th St	11466 N Green Tree Ct	5174 E Sawmill Way
Idaho Falls ID 83404	Hayden ID 83835	Boise ID 83716
Heather Stegner 2908 S Brookridge Way Boise ID 83716	Jeff Tucker, General Manager Idaho Public Television 1455 N Orchard St Boise ID 83706	Lupe Wissel 1252 W Lago Bello Dr Eagle ID 83616
Brian Wonderlich 714 Hearthstone Dr Boise ID 83702		

DATED:, 2022.
Friends of Idaho Public Television, Inc
By: Its President
Attest:
By: Its Secretary

RESTATED ARTICLES OF INCORPORATION OF IDAHO PUBLIC TELEVISION FOUNDATION, INC.

Pursuant to the provisions of Section 30-3-94 of the Idaho Nonprofit Corporation Act, the undersigned corporation adopts the following Restated Articles of Incorporation:

First: The name of the corporation is changed to "Friends of Idaho Public Television,"

Inc."

Second: The following Restated Articles of Incorporation were adopted by the Board of

Directors of the corporation on January 22, 2008, in the manner prescribed by the Idaho Nonprofit Corporation Act. These Restated Articles of Incorporation contain amendments to the corporation's articles of incorporation which do not require approval by members or any persons other than the Board of Directors.

ARTICLE I

The name of this corporation shall be the Friends of Idaho Public Television, Inc. (herein referred to as the corporation). This corporation shall be a nonprofit corporation and its duration shall be perpetual.

ARTICLE II

The location and post office address of this nonprofit corporation shall be at:

1455 N Orchard St. Boise ID 83706

The registered agent shall be the Peter Morrill, General Manager.

ARTICLE III

The corporation shall have a board of directors, in which shall be vested all of the power and authority to supervise, control, direct and manage the property, affairs and activities of

RESTATED ARTICLES OF INCORPORATION 1

the corporation. The rights, powers and privileges of the directors shall be fixed in the bylaws, except insofar as set forth herein. The by-laws of the corporation may, from time to time, be altered, amended, suspended, repealed or new by-laws adopted by a resolution adopted by a two-thirds majority of the entire board of directors of the corporation.

The number of directors shall not be fewer than four (4). The maximum number of directors will be fixed in the by-laws. The incorporators and initial board of directors are the same, and consist of those designated in Article IX of this document.

ARTICLE IV

The corporation shall have no members.

ARTICLE V

The exclusive purposes of this corporation are: (1) to benefit Idaho Public Television, an entity of the Idaho State Board of Education, state of Idaho, directly responsible to the Idaho State Board of Education, which operates the five public television stations in Idaho: KAID-TV, Boise, KISU-TV, Pocatello, KUID, Moscow, KIPT Twin Falls, and KCDT, Coeur d'Alene; (2) to provide an annual scholarship to a student studying broadcasting at an Idaho state college or university; and (3) to solicit, receive and expend funds and property to carry out any or all purposes of the corporation.

ARTICLE VI

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal

RESTATED ARTICLES OF INCORPORATION 2

income tax under section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code, or corresponding sections of any future federal tax code.

ARTICLE VII

The corporation shall not be dissolved except following the favorable vote of a majority of the board of directors at a meeting duly called for that purpose. Upon dissolution, all assets belonging to the corporation, after due provision for any liabilities then outstanding and unpaid, shall be paid over to the license holder, Idaho State Board of Education, or to the State of Idaho. Any such assets not so disposed of shall be disposed of by the Fourth District Court in Ada County, exclusively for such purposes, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

No members of the board of directors and no officer duly appointed by the board shall have any personal liability for acts performed in his or her official capacity in good faith, nor shall any such director or officer be liable for nonfeasance or misfeasance in the performance of duties, but only in the case of malfeasance. The corporation shall indemnify the members of its board of directors, its officers, agents and employees against any and all expenses and liabilities, including attorney fees and other costs, which they or any of them incur in connection with any suit or suits which may be brought against them or any of them involving or pertaining to any of their official acts or duties (whether it be alleged that such acts are ultra vires or otherwise), provided only that in such suit or suits personal liability is finally established against them incident to any act of malfeasance on their part. This provision shall not be deemed to prevent compromise of any such litigation when such compromise is deemed advisable.

RESTATED ARTICLES OF INCORPORATION 3

ARTICLE IX

The incorporators and initial board of directors were the same consisting of the following persons:

Ralph J. McAdams 1718 N. 17th Street Boise, ID 83702

Jack A. Schlaefle 2863 N. Mountain Road Boise, ID 83703

Larry G. Selland 2902 Lancaster Drive Boise, ID 83702

Janet S. Hay 328 Winther Blvd. Nampa, ID 83651

Scott R. Simplot 577 W. Curling Drive Boise, ID 83702

The current board of directors consists of the following persons:

DeVaun Anderson	Laura Bettis	Eve Chandler
1355 Holman	1111 N 9 th St	1206 N 24 th
Pocatello ID 83201	Boise ID 83702	Boise ID 83702
Pat Costello	John Crim	Lynn Davis
1126 King Rd	3514 Mountain View Dr	1527 Hollipark
Moscow ID 83843	Boise ID 83704	Idaho Falls ID 83402
Byron Defenbach	Jerry Evans	Joy Fisher
PO Box 7608	9125 W Donnybrook Ct	1674 Appaloosa
Boise ID 83707	Boise ID 83709	Moscow ID 83843

RESTATED ARTICLES OF INCORPORATION 4

Ellie Hampton	Bev Harad	Al Luray
586 Safstrom Pl	3675 W Quail Heights Ct	94 Townsend Gulch
Idaho Falls ID 83401	Boise ID 83703	Bellevue ID 83313
Judy Meyer 10500 Hayden Bluff Ln Hayden Lake ID 83835	Rebecca Morgan 2545 Marilyn Pocatello ID 83201	Peter Morrill General Manager Idaho Public Television 1455 N Orchard Boise ID 83706
Charles Mosier	Jim Paxton	Christine Pharr
231 Shasta Circle	1340 S Orchard St	3639 Country Club Ct
Orofino ID 83544	Boise ID 83705	Lewiston ID 83501
Chuck Randolph	Erna Rhinehart	Barbara Roberts
Box 605	2207 Crestline Dr	1701 N 21 st St
Caldwell ID 83606	Coeur d'Alene ID 83814	Boise ID 83702-0732
Bob Schreiber	Marilyn Shuler	Ann Smart
3041 Juniper Dr	5221 N Lakemont Ln	3502 Buckskin Rd
American Falls ID 83211	Boise ID 83714	Coeur d'Alene ID 83814
Bob Sonnichsen US Bank 101 S Capitol Blvd, Ste 905 Boise ID 83702	Bob Stanton 11228 Ashburton Dr Boise ID 83709	Gayle Wilde PO Box 984 McCall ID 83638 1319 W 1 st Meridian ID 83642
Cindy Williams Idaho Nevada CDFI, Inc. PO Box 44922 Boise ID 83711-0922		

RESTATED ARTICLES OF INCORPORATION 5

DATED: January 17, 2008.

Friends of Idaho Public Television, Inc.

By: // Let

Attest:

Its Secretary

RESTATED ARTICLES OF INCORPORATION 6

BYLAWS OF THE FRIENDS OF IDAHO PUBLIC TELEVISION, INC.

SECTION ONE OFFICE AND PURPOSES

SECTION 1.1. Office. The principal office of the corporation shall be at 1455 North Orchard Street, Boise, ID 83706. The corporation may also have offices at such other places as the board of directors may from time to time appoint or the purposes of the corporation may require.

SECTION 1.2. Purposes. The purposes of the corporation shall be set forth in the Articles of Incorporation.

SECTION TWO MEMBERSHIP

The corporation shall have no members.

SECTION THREE DIRECTORS

SECTION 3.1. General Powers. The business and affairs of the corporation shall be managed and conducted and all corporate powers of the corporation shall be exercised by or under the authority of the board of directors not fewer than thirteen (13) nor more than fifty (50) in number.

SECTION 3.2. Board Representation. The board of directors of the corporation shall have broad community and geographic representation. Selections of directors will be from, but not limited to, representatives from the following: law, finance, education, arts, industry, agriculture, timber, mining and community. The general manager of IdahoPTV, or the general manager's designated representative, shall be an ex-officio non-voting member of the board of directors of the corporation acting in an advisory capacity consistent with regulatory guidelines.

Except as specified in these bylaws, ex-officio directors of the corporation shall have the voting privileges of regular directors. Additional ex-officio directors in a number no greater than three (3) may be appointed to the board of the corporation from time to time.

SECTION 3.3. Transition. At the date of filing with the Idaho Secretary of State the articles of merger of the Idaho Public Television Foundation, Inc. (the "Foundation") with

the Friends of Idaho Public Television, KAID/KIPT, Inc., Friends of Idaho Public Television, KISU, Inc., Friends of Idaho Public Television, KUID/KCDT, Inc., (collectively, these three entities are referenced as the "Merged Entities") the directors of the corporation shall consist of the current directors of the Foundation and the Merged Entities who will fulfill their current terms in their new capacity as directors of the corporation. The additional directors will thereafter be elected by the Board of Directors from throughout the regions formerly represented by the Merged Entities (the "Regions") with a minimum of three directors from each of the Regions and without regard to any term limits in effect for directors of the individual merged entities.

SECTION 3.4. Term. Following the transition period specified in Section 3.3, the term of office of each director, excluding ex-officio directors, shall be three (3) years with any director eligible for re-election, provided that no director shall serve more than three consecutive terms, except that the board may extend the term of any director elected as president, first vice president or second vice president so that such director's term will not expire until one year following his or her completion of his or her service as president in order to allow for the succession stated in Sections 5.8 and 5.9 of these bylaws. All terms shall end at the annual meeting in which the term expires. Directors shall be elected with three classes each year, staggered in such a way as to ensure continuity of membership.

SECTION 3.5. Nominations. In the event a director resigns before his or her term has been completed, the Board Recruitment committee of the board of directors shall decide whether or not to nominate a replacement for that director at the next meeting of the board of directors. The Board Recruitment committee will prepare a list of nominees to be added to the board for a first three-year term at the annual meeting. The list of nominees shall be sent to each director not fewer than ten (10) days, nor more than fifty (50) days prior to the meeting at which the election is to be held. Additional nominations may be made by any director and presented at such meeting.

SECTION 3.6. Election. Election of directors of the corporation shall be at the annual meeting of the directors.

SECTION 3.7. Resignation. Any director may resign at any time by giving written notice of such resignation to the board of directors. Such resignation shall take effect at the time specified therein and acceptance shall not be necessary to make it effective.

SECTION 3.8. Attendance. Directors shall attend meetings unless excused by the President for good cause shown. Any director failing to attend two (2) unexcused duly scheduled meetings per year may, at the majority vote of the board of directors, be removed from office.

SECTION 3.9. Vacancies. Any vacancy in the board of directors during the year may be filled for the unexpired portion of the term by the board of directors then serving, although less than a quorum, by affirmative vote of the majority thereof.

SECTION 3.10. Emeritus Directors. The Board Recruitment Committee may nominate an Emeritus Director to be voted upon and elected by a majority of the Board, subject to the following qualifications:

- 1) The nominee shall have served nine (9) or more years as a director of the Friends Board.
 - 2) The nominee shall express interest in becoming an Emeritus Director.
- 3) When elected the Emeritus Director shall maintain a current financial membership of The Friends of Idaho Public Television, either as an individual or a family membership.

An Emeritus Director may be invited to attend one (1) annual event in connection with the Annual Board Meeting to be recognized as an Emeritus Director. An Emeritus Director may provide assistance with events and activities in the Emeritus Director's geographical area, at the discretion of the Board. An Emeritus Director may provide assistance from time to time, at the discretion of the Board. An Emeritus Director is a non-voting director, and is not expected to attend Board Meetings. The Emeritus Director will be listed on the Board Roster and Letterhead of The Friends of Idaho Public Television.

SECTION FOUR MEETINGS

SECTION 4.1. Annual Meeting. The annual meeting of directors shall take place within ninety (90) days after the close of each fiscal year or at such time as the directors may by resolution select. At the annual meeting, the directors shall elect directors, elect officers and transact such other business as may be brought before the meeting.

SECTION 4.2. Special Meetings. Special meetings of the board of directors may be called by the president and must be called by the president on written request of three (3) or more directors.

SECTION 4.3. Notice of Meetings. Notice stating the place, day, and time of any director's meeting, and in case of a special director's meeting, the purpose or purposes for which the meeting is called, shall be delivered not fewer than ten (10) nor more than fifty (50) days before the date of the meeting either personally, by U.S. Mail or by such electronic means (e.g. fax, e-mail) as may be agreed by each director. Such notice shall be directed to each director at the address as it appears on the books or records of the corporation, unless they have filed with the secretary of the corporation a written request that notices shall be provided to another address or by another means designated on such request. In any case, notices shall be deemed delivered when they are deposited in the United States mail or otherwise processed for electronic transmission delivery such as by fax transmission and/or email.

SECTION 4.4. Quorum. At all meetings of the board of directors, one half (1/2) of the elected board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the board present at any meeting at which there is a quorum shall be the act of the board of directors except as may be otherwise specifically provided by statute or by these bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent directors as the case may be.

SECTION 4.5. Power to Appoint Executive Committee. The board of directors may appoint an executive committee consisting of the elected corporation officers and, as an ex-officio non-voting member, the general manager of IdahoPTV. The executive committee, to the extent provided by resolution and subject to applicable state and federal laws and regulations, shall have and exercise the authority of the board of directors in the management and affairs (including power to invest monies) of the corporation between meetings of the board. All provisions of the bylaws shall apply to the executive committee in the same manner and to the same extent as they apply to the board of directors.

SECTION 4.6. Special Telephone Meetings. Special meetings of the board of directors may be called by or at the request of the president of the board or any director if such special meeting is held by conference call or by Idaho Public Television teleconference and a quorum directors are present for such telephone/conference meeting.

SECTION 4.7. Action in Meetings. Any actions which might be taken at a meeting of the board of directors may be taken without a meeting if a record or memorandum thereof be made, in writing and signed by all directors of the board as the case may be.

SECTION 4.8. Regular Meetings. The Board of Directors will meet not fewer than four (4) times a year at approximately three-month intervals. One of these will be the Annual Meeting. Meetings may be held at any location within the state of Idaho. Directors are encouraged to travel to various locations if possible. In order to provide an opportunity for the cultivation, recognition and stewardship of friends of IdahoPTV, all locations will be connected at each meeting by telephone or videoconferencing.

SECTION FIVE OFFICERS

SECTION 5.1. Number. The officers of the corporation shall be president, first vice president, second vice president, secretary, treasurer, and such other officers with such other powers and duties not inconsistent with the bylaws as may be appointed and determined by the board of directors.

SECTION 5.2. Nominations. Officers shall be elected from a slate prepared by the Board Recruitment committee. The slate shall be sent to each director at least twenty-one (21) days before the annual meeting of directors. Additional nominations may be made in

writing by at least three (3) cooperating directors. All nominations must be received by the chairperson of the Board Recruitment committee at least seven (7) days before the annual meeting in order to be considered at such meeting. The directors shall be presented with the slate for election.

SECTION 5.3. Election, Term of Office, and Qualifications. The president, first vice president, second vice president, secretary and treasurer shall be elected from such slate annually by the board of directors from among their members and the other officers shall be so elected from such slate annually by the board of directors from among the board membership as the board of directors may see fit, at each annual meeting of the board of directors; provided, however, that the initial officers of the corporation shall be elected at a special meeting of the board of directors called for that purpose. The General Manager of Idaho Public Television shall provide such administrative support to the secretary as may reasonably be requested. The President and each Vice President will reside in different Regions. Each officer elected shall serve until the next annual meeting of the board of directors, and/or the election and qualifications or his/her successor, but the President and both Vice Presidents will serve a single consecutive one-year term.

SECTION 5.4. Vacancies. In case of any office or board position of the corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the board then in office, although less than a quorum, may elect an officer to fill such vacancy from a slate submitted by the nominating committee and the officer or director shall hold office and serve until the election and qualification of his/her successor.

SECTION 5.5. Removal. Any officer may be removed by the board of directors at any meeting thereof.

SECTION 5.6. Resignation. Any officer may resign by giving written notice to the board of directors, to the president, or to the Idaho Public Television general manager. Such resignation shall take effect at the time specified therein and acceptance shall not be necessary to make it effective.

SECTION 5.7. President. The president shall preside at all meetings of the board of directors and the executive committee. He/she shall have and exercise general charge and supervision of the officers of the corporation and shall do and perform such other duties as may be assigned to him/her by the board of directors. He/she shall appoint all committee chairpersons except the Endowment Committee and the Executive Committee, and shall serve ex-officio on all committees. He/she may sign any appropriate documents or papers of the corporation. The president shall have the general duties and powers of supervision and management usually vested in the office of president of a corporation.

SECTION 5.8. First Vice President. In the absence or disability of the president, the First Vice president shall perform all the duties of the president and in so acting shall have all the powers of the president. The First Vice president shall have such powers and duties as may be prescribed from time to time by the board of directors. In the usual course, the

First Vice President will be nominated as the President in the year following his or her service as First Vice President.

SECTION 5.9. Second Vice President. In the absence or disability of the president and the First Vice President, the Second Vice President shall perform all the duties of the president and in so acting shall have all the powers of the President. The Second Vice President shall have such powers and duties as may be prescribed from time to time by the board of directors. In the usual course, the Second Vice President will be nominated as the First Vice President in the year following his or her service as Second Vice President.

SECTION 5.10. Secretary. The secretary shall have charge of such books, documents, and papers as the board of directors may determine. He/she shall attend and keep the minutes of all meetings of the board of directors. He/she shall keep a record, containing the names, alphabetically arranged, of all persons who are directors, showing their mailing addresses, and such book shall be open for inspection as prescribed by law. He/she may sign any appropriate documents or papers of the corporation, and when so authorized or ordered by the board of directors, he/she may affix the seal of the corporation. He/she shall, in general, perform all the duties incidental to the office of secretary, subject to the control of the board of directors, and shall do and perform such other duties as may be assigned to him/her by the board of directors.

SECTION 5.11. Treasurer. The treasurer shall have charge of all funds, property, and securities of the corporation, subject to such regulations as may be imposed by the board of directors. He/she may be required to give bond for the faithful performance of his/her duties, in such sum and with such sureties as the board of directors may require. When necessary or proper, he/she may endorse on behalf of the corporation for collection checks, notes, and other obligations, and shall deposit the same to the credit of the corporation at such bank or banks or depository as the board of directors may designate. He/she shall sign all receipts and vouchers and, together with such other officer or officers. if any, as shall be designated by the board of directors, he/she shall sign all checks of the corporation and all bills of exchange and promissory notes issued by the corporation, except in cases where the signing and execution thereof shall be expressly designated by the board of directors or by these bylaws to some other officer or agent of the corporation. He/she shall make such payments as may be necessary or proper to be made on behalf of the corporation. He/she shall enter regularly on the books of the corporation to be kept by him/her for that purpose, full and accurate account of all monies and obligations received and paid or incurred by him/her for or on account of the corporation, and shall exhibit such books at all reasonable times to any board member on application at the offices of the corporation. He/she shall furnish a financial statement at each meeting of the board of directors. He/she shall, in general, perform all the duties incidental to the office of treasurer, subject to the control of the board of directors, and the Treasurer shall chair the Endowment Committee.

SECTION 5.12. Compensation. Directors shall not receive any compensation for their services, but by resolution of the board, a reasonable sum for expenses of attendance may be allowed for attendance at each regular or special meeting of the board. No officer shall receive compensation for serving as an officer of the corporation.

SECTION SIX STANDING COMMITTEES

SECTION 6.1. Enumeration and General Rules. Committees to help in carrying out the work of the Corporation will be appointed as necessary by the President. The following are the Standing Committees: Advocacy, Board Recruitment, Endowment, Executive, and Marketing/Development. Standing Committees shall meet at least quarterly, either in association with Director's meetings or at other times. Every director will serve on at least one standing committee. The Board Recruitment committee will recommend to the Executive committee the committee assignments for new directors based on the preference expressed by the new board director, geographic representation, past experience of the director, critical needs of the board, and size of the existing committees. New board directors will be contacted to confirm their interest in the committee prior to making the recommendation to the Executive committee. The Executive committee will make the appointment to the committee(s) and notify the board director. Directors may serve on more than one committee. Committee members may participate in meetings electronically as necessary. The Board may elect persons to serve on the committees who are not directors of the Board of Directors in a number not to exceed a majority of that committee. The General Manager of IdahoPTV shall designate IdahoPTV employees and others, with the President's consent, to provide support and other administrative services for all committees in a manner consistent with the provisions of any operating agreement between the corporation and IdahoPTV.

SECTION 6.2. Executive Committee. There shall be an executive committee, composed of the officers, which shall have the powers of the board of directors between meetings. The actions of the executive committee shall be submitted to the board for ratification at its next meeting.

SECTION 6.3. Advocacy. To develop and implement strategies for supporting the mission and service of IdahoPTV before lawmakers and the general public through testimony before local, state and national legislative committees, meeting with lawmakers, developing a volunteer speaker's bureau, providing volunteer support for Idaho Public Television, and such other measures as may help to advance the Idaho Public Television mission through advocacy.

SECTION 6.4. Board Recruitment. To recommend policies on director participation, giving, and involvement, to facilitate a periodic review of Board performance at least every three years, to conduct Board planning and director training, and to present slates of officers and directors at the Annual Meeting of the Board of Directors that represent

CONSENT - BAHR

diverse people and geographic regions and meet the mission of the Corporation in the roles of advocacy, board recruitment, endowment, and marketing/development. This committee will organize Board trainings, retreats, and strategic planning.

SECTION 6.5. Endowment Committee. The Endowment Committee shall be chaired by the Treasurer of the Board and will include the General Manager of IdahoPTV as a non-voting ex-officio member. The committee will implement financial and fiscal policy consistent with all applicable regulatory requirements for all funds donated to the corporation for the support of Idaho Public Television by individuals, corporations, or foundations, make such funds available to Idaho Public Television on a timely basis, and satisfy itself that contributed funds are properly disbursed. It will regularly report on the status of receipts, funds, and investments to the Board of Directors. The Endowment Committee shall have charge of funds held by the Corporation or any appurtenant Foundation.

SECTION 6.6. Marketing/Development. The Marketing/Development committee will include as an ex-officio, non-voting member the Marketing/Development Director of Idaho Public Television. This committee will identify and develop financial support for Idaho Public Television from individuals, corporations, and foundations through peer identification and review, cultivation, stewardship, gift solicitation, and such other measures as may help to advance the Idaho Public Television mission through funds development.

SECTION 6.7. Special Committees. Special committees shall be appointed by the president with the approval of the executive committee which shall designate their powers and term of each committee's appointment.

SECTION SEVEN VOTING STOCK HELD BY THE CORPORATION

Unless other wise ordered by the board of directors, the president shall have full power and authority on behalf of the corporation to vote either in person or by proxy at any meeting of stockholders of any corporation in which this corporation may hold stock, and at any such meeting may possess and exercise all of the rights and powers incidental to the ownership of such stock with which, as the owner thereof, this corporation might have possessed and exercised if present. The board of directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

SECTION EIGHT FISCAL YEAR

The fiscal year of the corporation shall commence on July 1 of each year and end on June 30.

CONSENT - BAHR

SECTION NINE PROHIBITION AGAINST SHARING OF CORPORATE EARNINGS

No board member, officer of, employee of, or member of a committee or person connected with the corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation; and no such person or persons shall be entitled to share in the distribution of any of the corporation assets upon the dissolution of the corporation. All directors of the corporation shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, the assets of the corporation, after all debts have been satisfied, then remaining in the hands of the board of directors shall be distributed, transferred, conveyed, delivered and paid over, in such amounts as set forth in SECTION VII of the Restated Articles of Incorporation.

SECTION TEN INDEMNIFICATION

No director of the Board of Directors and no officer duly appointed by the Board shall have any personal liability for acts performed in his official capacity in good faith, nor shall any such director or officer be liable for nonfeasance or misfeasance in the performance of his duties, but only in case of malfeasance. The corporation shall indemnify the directors of its Board of Directors, its officers, and agents against any and all expenses and liabilities, including attorney's fees and other costs, which they or any of them incur in connection with any suit or suits which may be brought against them or any of them involving or pertaining to any of their official acts or duties (which it be alleged that such acts are ultra vires or otherwise), provided only that in such suit or suits no personal liability is finally established against them incident to any act of malfeasance on their part. This provision shall not be deemed to prevent compromise of any such litigation when such compromise is deemed advisable.

SECTION ELEVEN EMPLOYEES

The corporation shall have no employees. At the discretion of the board, it may contract for the administrative and other services necessary to maintain its affairs from Idaho Public Television or from outside agencies, professionals, institutions or consultants.

CONSENT - BAHR TAB 7 Page 77

SECTION TWELVE AMENDMENTS

Amendments to these Bylaws shall be approved by a two-thirds majority vote of the directors of the Board: 1) at any meeting, provided that notice of consideration of the proposed amendment has been given at least seven calendar days in advance of the meeting or 2) by email or written ballot.

SECTION THIRTEEN DISSOLUTION

The corporation shall not be dissolved except following the favorable vote of two-thirds of the directors having voting rights at a meeting duly called for the purpose. Upon dissolution all assets belonging to the corporation, after due provision for any liabilities then outstanding and unpaid, shall be paid first to any successor corporation and if none to Idaho Public Television or its successor in interest, if any. If Idaho Public Television is no longer in existence and has no successor in interest, then the net assets shall be paid over to the Idaho State Board of Education to provide public television broadcasting services to the residents of Idaho.

Revision History: January 22, 2008 May 21, 2013 August 20, 2013 November 14, 2013 February 18, 2014 November 18, 2014 May 26, 2015 August 14, 2017 November 19, 2019

The Friends of Idaho Public Television, Inc.

Conflicts of Interest Policy

- A. Purpose. The purpose of this Conflicts of Interest Policy is to protect The Friends of Idaho Public Television, Inc.'s ("Friends of IPTV") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or committee member of the Friends of IPTV. Such transactions may include services provided by the Friends of IPTV, purchase of services and/or tangibles from a vendor; and/or access to specialized or privileged information which can be used for personal gain. This policy is intended to supplement but not replace any Idaho laws governing conflicts of interest applicable to nonprofit and charitable corporations.
- B. **Applicability.** This Policy applies to any transaction or arrangement between the Friends of IPTV and any "interested person".

An "interested person" is a director, officer or member of a committee with board-delegated powers who has a direct or indirect "financial interest".

A "financial interest" is:

- 1. An ownership or investment interest in any entity with which the Friends of IPTV has a transaction or arrangement;
- 2. A compensation arrangement with the Friends of IPTV or with any entity or individual with which the Friends of IPTV has a transaction or arrangement; or
- 3. Being an officer, director, employee or agent of any entity or individual with which the Friends of IPTV has a transaction or arrangement.

Compensation includes direct and indirect remuneration and gifts or favors which are substantial in nature.

- C. **Determination of a Conflict of Interest.** With respect to any proposed transaction or arrangement between the Friends of IPTV and any entity or individual being considered by the board of directors or any committee with board-delegated powers:
 - 1. Any interested person shall disclose any financial interest and all material facts related thereto to the board or committee as soon as the interested person becomes aware of a possible conflict of interest.
 - 2. Upon the disclosure by an interested person of a financial interest and all material facts relating thereto and discussion with the interested person, he or she shall leave the meeting while the remaining members of the board or committee discuss the matter and determine, by majority vote without the interested person voting,

06737.0002.1326211.1

whether or not the financial interest of the interested person constitutes a conflict of interest.

- D. Addressing a Conflict of Interest. If a conflict of interest is determined to exist, then the board or committee shall:
 - 1. Require the interested person to leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest; provided, however, that the interested person may make a presentation at the meeting prior to leaving;
 - 2. Appoint, if it deems appropriate, a non-interested person or committee to investigate alternatives to the proposed transaction or arrangement; and
 - 3. Determine, by a majority vote without the interested person voting, that the transaction or arrangement is in the Friends of IPTV's best interests and for its own benefit; is fair and reasonable to the Friends of IPTV, and, after exercising due diligence, determine that the Friends of IPTV cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances.

Any interested person who violates this Conflict of Interest Policy shall be subject to appropriate discipline, including removal from office.

- E. Recording Conflicts of Interest. The minutes of all board meetings and the meetings of all committees with board-delegated powers shall include:
- 1. The names of the persons who disclose financial interests, the nature of the financial interests and whether the board or committee determined that there was a conflict of interest; and
- 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of these discussions, including any alternatives to the proposed transaction or arrangement; and a record of the vote.

F. Distribution of Conflict of Interest Policy.

- 1. At the first board meeting following the annual board meeting, and at the first meeting of each committee with board-delegated powers following the annual board meeting, a copy of the Friends of IPTV's current Conflicts of Interest Policy shall be distributed to all directors and committee members.
- 2. On or before the date of the second board or committee meeting following the annual board meeting, each director and committee member shall sign and return to the secretary of the board a written statement that he or she:
 - a. Has received a copy of the Conflicts of Interest Policy;
 - b. Has read and understands the Policy;

06737.0002.1326211.1

- c. Agrees to comply with the Policy;
- d. Understands that the Policy applies to all committees and subcommittees having board-delegated powers; and
- e. Understands that the Friends of IPTV is a charitable organization and that in order to maintain its tax-exempt status, it must continuously engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- G. Periodic Reviews. At the first board meeting following the annual board meeting, and at the first meeting of each committee with board-delegated powers following the annual board meeting, and at such other times as the board or committee may deem appropriate, the board or committee shall conduct a review of the Friends of IPTV's activities to ensure that the Friends of IPTV is operating in a manner consistent with accomplishing its charitable purposes and that its operations do not result in private inurement or impermissible benefit to private interests.

Adopted by the Board of Directors of The Friends of Idaho Public Television, Inc. on February 6, 2009.

Barbara Roberts, Secretary

The Friends of Idaho Public Television, Inc.

Conflicts of Interest Statement

The undersigned hereby states that he or she is an officer, director or committee member of The Friends of Idaho Public Television, Inc. ("Friends of IPTV") and that he or she:

- a. has received a copy of the Friends of IPTV's Conflicts of Interest Policy;
- b. has read and understands the Policy;
- c. agrees to comply with the Policy;
- d. understands that the Policy applies to all committees and subcommittees having board-delegated powers;
- e. understands that the Friends of IPTV is a charitable organization and that in order to maintain its tax-exempt status, it must continuously engage primarily in activities which accomplish one or more of its tax-exempt purposes; and
- f. recognizes the need to maintain confidentiality regarding information he or she might receive as an officer, director or committee member regarding the activities of the Friends of IPTV.

The undersigned hereby states that, to the best of his or her knowledge and belief, he or she is not in a position of possible conflict of interest with the Friends of IPTV except as stated below:

Name of Organization		Position Held	

Dated:	. 20		
		Signature	<u> </u>

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BOISE STATE UNIVERSITY

SUBJECT

Bachelor of Science in Advanced Medical Imaging

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to create a Bachelor of Science (B.S.) in Advanced Medical Imaging that will be offered wholly online. The program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

Advanced Medical Imaging is a degree program that allows students credentialing opportunities in focus areas beyond the entry level. The workforce demand for trained advanced imaging professionals is stable and steadily increasing. The program is designed to prepare students to sit for multiple national board exams; all of which require the expertise of Advanced Imaging Specialists. Due to improvements in medical technology, increases in insurance reimbursement, patient preferences and the focus on value-based healthcare, there is and will continue to be tremendous growth in the minimally invasive procedural space.

IMPACT

This program helps to fill a shortage of healthcare professionals. The need for healthcare services are increasing due to the aging population, as well as the ongoing global pandemic. Within the past 5-10 years, hospitals have increased their educational requirements for much of their staff, including medical imaging professionals. Those who are already working in the field were typically allowed to keep their current positions and be grandfathered in. New hires are held to the standard and will need to prove recent education to sit for their credentialing/licensure exams.

We will be offering this program at a very market competitive rate of \$395 per credit hour. Textbooks are bundled and used for multiple program courses to reduce costs. Students are able to conduct their clinical rotations in their local area. The Advanced Medical Imaging Degree is a completion program. We expect students to transfer to Boise State with an Associate's Degree (AA or AAS), and required courses may change based on the student's background. For students with an AA or AAS, the program will take a maximum of three semesters to complete, if students opt to attend full-time.

The Boise State University Advanced Medical Imaging program is fully online with clinicals local to the student. The program includes five modalities: Interventional Radiology, Interventional Cardiology, Computed Tomography, Magnetic Resonance Imaging and Diagnostic Medical Sonography. In contrast, Idaho

State University's Radiographic Sciences program is on campus and includes only one modality option (Sonography). Lewis and Clark State College has a Radiographic Sciences program online, also with only one modality option (Computed Tomography). This is offered with a limited number of clinical locations and requires two semesters to complete as opposed to one semester with the proposed Boise State program.

Financial impact is \$88,204 to \$384,691 over a five-year period. The student fees will be in accordance with the Online Program Fee as defined in Board Policy V.R., 3.a.x. The price-point for the online B.S. in Advanced Medical Imaging program fee will be \$395 per credit. For the 120 credits required for completion of the proposed program, the total cost will be \$47,400.

The program will use existing resources, personnel, and courses from the Imaging Sciences and Radiologic Sciences programs to offer the Advanced Medical Imaging program. New courses will be developed for a few core and elective courses and will be within current faculty workloads. As the program grows, Boise State will hire part-time faculty to teach additional course sections.

ATTACHMENTS

Attachment 1 – BSU Online Bachelor of Science, Advanced Medical Imaging Proposal

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University is proposing a new online Bachelor of Science in Advanced Medical Imaging that will include five advanced options: Interventional Radiology, Interventional Cardiology, Computed Tomography, Magnetic Resonance Imaging, and Diagnostic Medial Sonography. Currently Boise State offers an online Bachelor of Science in Imaging Sciences designed for credentialed imaging practitioners who wish to complete a non-clinical based baccalaureate degree and looking to enhance their careers. The proposed Advanced Medical Imaging program is a result of Boise State's recent program prioritization process/action plans. As provided in their program proposal, historically advanced imaging programs offered at Boise State have had emphases that resulted in small enrollments. The advanced degree plan will centralize core course delivery to better distribute faculty workload and provide students with elective course options to meet credentialing interests.

The proposed program anticipates enrolling nine students initially reaching 71 by year five, with approximately 34 student graduates projected by year five. The program size will be scaled based on demand for degree offering as provided in their program proposal. Because the program will be using the online program fee model, minimum enrollments are based on course registrations, which range from 111 to 570 annual credits and 3.69 to 19.00 annual FTEs over a five-year period. If enrollments are not met, BSU will adjust to reflect actual activity and will evaluate

the enrollments annually. If after seven years it is underperforming and not fiscally sustainable, the program will be discontinued.

The proposed program was listed in Boise State's Three-Year Plan as a Bachelor of Science in Interventional Radiology. Their Radiologic Sciences department decided on the name change after the submission of the most recent Three-Year Plan. The name change was non-substantive and staff believes the program is consistent with Boise State's Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region III. Currently, Idaho State University offers a Radiographic Science face-to-face and has one option titled Sonography. Lewis-Clark State College also has a Radiographic Sciences program and is offered online with one option titled Computed Tomography.

BSU also requests approval to assess an online program fee of \$395 per credit for the Bachelor's program consisting of 120 credits, which amounts to \$47,400. Based on the information for the online program fee provided in the proposal, staff finds that the criteria have been met for this program.

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on March 4, 2022; to the Instruction, Research, and Student Affairs on April 7, 2022; and to Business Affairs and Human Resources Committees on April 8, 2022.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to create an online Bachelor of Science in Advanced Medical Imaging, as presented in Attachment 1.

Moved by	Seconded by	Carried Yes	No
AND			
program fee of	ove the request by Boise \$395 per credit for the onli in substantial conformance, attachment 1.	ne Bachelor of Scienc	ce in Advanced
Moved by	Seconded by	Carried Yes	No

Institutional Tracking No.	
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Idaho State Board of Education

Proposal for Academic Degree and Certificate Program

Date of Proposal Submission:										
Institution Submitting Proposal:	В	Boise State University								
Name of College, School, or Division:	C	ollege of H	lealt	th Science	S					
Name of Department(s) or Area(s):	R	tadiologic S	Scie	nces Depa	ırtme	nt				
Official Name of the Program:	В	Bachelor of Science in Advanced Medical Imaging								
Implementation Date:	F	Fall 2022								
Degree Information:	D	egree Lev	el: U	Indergradı	uate		Degree Typ	e: B	achelor of	Science
CIP code (consult IR /Registrar):	5	1.0911								
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	F	ully Online								
Geographical Delivery:	L	ocation(s)					Region(s)			
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)		Self-Suppo	ort fe	ee		Pro	fessional Fee	X	Online P	rogram Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)		Regional Responsibility Statewide Responsibility					ility			
Indicate whether this request is either X New Degree Program	of	the follow	ring	:	Cons	solida	ition of Existin	g Pr	ogram	
Undergraduate/Graduate Certificates (3	80 c	redits or mo	re)		New	Off-C	Campus Instru	ctior	nal Program	1
Expansion of Existing Program					Othe	r (i.e.	., Contract Pro	ograr	m/Collabora	ative
NO				-						
Tim Dunnagar (Jan 18, 2022 11:28 MST))1/	18/2022								
College Dean (Institution)	D	ate		Vice Pre	siden	t for	Research (II	nstitu	ution; as	Date
				Taly	S	nely	~		·	2/16/2022
Graduate Dean or other official (Institution; as applicable)	Date Academic Affairs Program Manager, OSBE				er, OSBE	Date				
Man 1. wil	01/20/2022 Gedien Jelman					3/10/22				
FVP/Chief Fiscal Officer (Institution)	Date Chief Financial Officer, OSBE							Date		
John Buckwalter 01	/20	0/2022		7	7, 75	Plis	1.			
Provost/VP for Instruction (Institution)	•	ate		Chief A	7	•	fficer, OSBE			Date
Jul-	0.	L/24/2022								
President		Date SBOE/Executive Director Approval						Date		

Page 1 Revised July 1, 2020 Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. <u>All questions</u> must be answered.

Rationale for Creation or Modification of the Program

1. Describe the request and give an overview of the changes that will result. What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

Boise State University proposes the creation of a wholly online program that will award a Bachelor of Science in Advanced Medical Imaging. The proposed program will operate under the guidelines of Idaho State Board Policy V.R. as it pertains to wholly online programs.

Advanced Medical Imaging is a degree program that allows students credentialing opportunities in focus areas beyond the entry level. The workforce demand for trained advanced imaging professionals is stable and steadily increasing. Employers typically require a minimum of an associate's degree, 2+ years of related work experience, and specific professional certifications (e.g., American Registry of Radiologic Technologists - ARRT) or prefer a bachelor's degree along with the professional certification.

To meet Idaho and national workforce demands, the Department of Radiologic Sciences is proposing a bachelor's degree completion program with five advanced focus options: Interventional Radiology, Interventional Cardiology, Computed Tomography, Magnetic Resonance Imaging and Diagnostic Medical Sonography.

This program is designed to prepare students to sit for multiple national board exams, work with several physician specialties, including work with radiologists and cardiologists, and work in many departments within a hospital. It also prepares them to serve in management roles and work in the medical device industry as well as applications and development. Due to improvements in medical technology, increases in insurance reimbursement, patient preferences and the focus on value-based healthcare, there is and will continue to be tremendous growth in the minimally invasive procedural space. These types of procedures require the expertise of Advanced Imaging Specialists.

2. Need for the Program. Describe evidence of the student, regional, and statewide needs that

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¹ Students are prepared to sit for multiple national board exams ARRT (CI) Cardiac Interventional, ARRT (VI) Vascular Interventional, ARRT (CT) Computed Tomography, ARRT (MR) Magnetic Resonance, ARRT (S) Sonography, Registered Diagnostic Medical Sonographer, Registered Cardiac Invasive Specialist, Registered Cardiac Electrophysiology Specialist), work with several physician specialties (Diagnostic Radiologists, Pediatric Radiologists, Interventional Radiologists, Neurointerventional Radiologists, Interventional Oncologists, Invasive Cardiologists, Interventional Cardiologists, Electrophysiologists, Pediatric Cardiologists, Cardiothoracic Surgeons, Orthopedic Surgeons, Ear/Nose/Throat Physicians, Reconstructive Plastic Surgeons, Trauma Surgeons, General Oncologists, Veterinarians, Gastroenterologists, Urologists, Neurologists, Pediatric Oncologists, Vascular Surgeons and others) and work in many different departments within a hospital (Magnetic Resonance Imaging Department, Computed Tomography Department, Ultrasound Department, Vascular Lab, Radiology Department, Emergency Department, Outpatient Clinics, Outpatient Imaging Clinics, Surgery Centers, Veterinary Clinics, Endoscopy Lab, Oncology Lab, Oncology Centers, Interventional Radiology Lab, Cardiac Cath Lab, Electrophysiology Lab, Endovascular Lab, Operating Room, Endovascular Operating Room, Cardiovascular Operating Room, and/or other hybrid rooms).

will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

a. Workforce and economic need: Provide verification of state workforce needs that will be met by this program. Include job titles and cite the data source. Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

The EMSI Analyst Job Posting Analytics reports show that from January 2019 through June 2021, there were 183 unique job postings <u>in Idaho</u> and 33,541 <u>across the U.S.</u> (including ID) which relate to medical imaging skills and require or prefer a bachelor's degree.

Additionally, a <u>report published by Indeed.com</u> (Nov. 2020) shows that the American Registry of Radiologic Technology (ARRT) certification ranks at #15 for the top 20 most indemand certifications in 2020.

Job Titles:

- Healthcare Diagnosing and Treating Practitioners SOC 29-1000
- Health Technologists and Technicians SOC 29-2000
- Cardiovascular Technologist and Technician SOC 29-2031
- Diagnostic Medical Sonographer SOC 29-2032
- Radiologic Technologist and Technician SOC 29-2034
- Magnetic Resonance Imaging Technologist SOC 29-2035
- Medical and Health Service Managers SOC 11-9111

2020 National Employmen	Employm	Job Openings		
Title and Code		2020 (in thousands)	2030 (in thousands)	Due to Growth and Replacement Needs 2020- 2030
Healthcare Diagnosing or Treating Practitioners	29-0000	9,011.4	9,985.9	974.6
Health Technologists and Technicians	29-2000	2,937.0	3,209.5	272.5
Cardiovascular Technologist and Technician	29-2031	58.2	63.0	4.7
Diagnostic Medical Sonographer	29-3032	75.9	90.3	14.4
Radiologic Technologists and Technicians	29-2034	212.1	230.3	18.3

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Magnetic Resonance Imaging Technologist	29-2035	42.0	45.3	3.4
Medical and Health Service Managers	11-9111	429.8	569.4	139.6
TOTAL				1,400.5

2020-2030 Idaho Long Term Employment Projections		Employi	Job Openings Due to Growth	
		2020	2030	and Replacement Needs 2020- 2030
Healthcare Practitioners and Technical Occupations	29-0000	44,365	53,107	8,742
Health Technologists and Technicians	29-2000	12,882	15,143	2,261
Cardiovascular Technologist and Technician	29-2031	298	363	65
Diagnostic Medical Sonographer	29-3032	290	363	73
Radiologic Technologists and Technicians	29-2034	1,030	1,257	227
Magnetic Resonance Imaging Technologist	29-2035	182	227	45
Medical and Health Service Managers	11-9111	2,377	2,793	416
TOTAL				11,829

b. Student demand. What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Provide evidence of student demand/ interest from inside and outside of the institution.

There are three different types of students who will enter this program.

• The career advancer who is already employed in the field and is interested in moving up in the field

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ATTACHMENT 1

- The degree finisher who has previous college experience that fits within the field, but has not yet finished a degree
- The career changer who is currently employed in a different field and is interested in changing fields

Within the past 5-10 years, hospitals have increased their educational requirements for much of their staff, including medical imaging professionals. Those who are already working in the field were typically allowed to keep their current positions and be *grandfathered in*. New hires are held to the new standard and will need to prove recent education to sit for their credentialing/licensure exams. With few current educational programs available nationwide, we are fortunate to be at the right place at the right time to grow the presence of the Boise State College of Health Sciences in the national market.

c. Societal Need: Describe additional societal benefits and cultural benefits of the program.

This program 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.

3. Program Prioritization

Is the prop	osed new program a result of program prioritization?
Yes_X	No

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

Historically the advanced imaging programs offered in our Department of Radiologic Sciences have had individually small enrollment emphases. The Advanced Medical Imaging degree plan will centralize core course delivery to better distribute faculty workload and still provide students elective course options to meet credentialing interests.

This program will also permit delivery outside the Treasure Valley, which has again historically limited emphasis growth. Both the development of this new degree plan and the expansion of program delivery outside the confinements of Boise State's physical campus are action plans born from Program Prioritization recommendations for program growth and expansion.

4. Credit for Prior Learning

Indicate from the various cross walks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

- Credentialed medical imaging professionals will receive credit for prior learning for passing the American Registry of Radiologic Technologists (ARRT) credentialing exam or equivalent. Breakdown is 15 credits lower division, 10 credits upper division for a total of 25 credits.
- Associate of Applied Science degree students must additionally complete the following:
 - Associate of Applied Science (AAS) degree earned from a regionally accredited institution (up to 23)
- Associate of Science or Associate of Arts degree students must complete the following:

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• Associate of Science (AS) or Associate of Arts (AA) degree earned from a regionally accredited institution (up to 48)

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

We will be offering this program at a very market competitive rate of \$395 per credit hour. Textbooks are bundled and used for multiple program courses to reduce costs. Students are able to conduct their clinical rotations in their local area. Students are able to finish this degree in three semesters.

Enrollments and Graduates

6. Existing similar programs at Idaho Public Institutions. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

Instit.	Program Name	Fall		t Enrollme gram	Number of Graduates From Program (Summer, Fall, Spring)				
		Fall 2018	Fall 2019	Fall 2020	Fall 2021	FY_18	FY_19	FY_20	FY_21 (most recent)
BSU	BS in Radiologic Science	96	114	114	101	43	29	44	36
	BS in Imaging Sciences	81	89	135	132	22	26	42	41
ISU	BS in Radiographic Science	41	42	42	42	20	23	20	21
LCSC	BA/BS in Radiographic BS in Science	38	44	55	39	11	27	19	32

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

The Boise State University Advanced Medical Imaging program is fully online with clinicals local to the student. It includes options for five modalities (Interventional Radiology, Interventional Cardiology, Computed Tomography, Magnetic Resonance and Diagnostic Medical Sonography). In contrast, Idaho State University's Radiographic Sciences program is on campus and includes only

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one modality option (Sonography). Lewis and Clark State College has a Radiographic Sciences program online, also with only one modality option (Computed Tomography). This is offered with a limited number of clinical locations and requires two semesters to complete as opposed to one semester in the Boise State program.

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

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: Bachelor of Science in Advanced Medical Imaging											
Projected Fall Term Headcount Enrollment in Program					Projected Annual Number of Graduates From Program						
FY23 (first year)	FY24	FY25	FY26	FY27		FY23 (first year)	FY24	FY25	FY26	FY27	
9	23	34	52	71		0	5	15	23	34	

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

The program's size will be scaled to demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up of the program.

Marketing and recruitment efforts will include a digital marketing campaign, a web landing page, request for information form and a full program website with details regarding the key program assets, curriculum plan, and costs. In addition, a comprehensive communication plan will be implemented to attract and nurture interested students. Strategic, personalized communications will engage and support students throughout the recruitment life cycle. Our coaching approach to student services will support online students and maintain their connection to Boise State through graduation.

10. Minimum Enrollments and Graduates.

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

Because the program will be utilizing the online fee model, it is best to put minimum enrollment in terms of course registrations, which are what translate to revenue. Based on estimated expenses for instruction and for support personnel expenses, estimate the minimum number of course registrations to achieve breakeven is:

- Year 1: Annual credits 111, Annual FTEs 3.69
- Year 2: Annual credits 169, Annual FTEs .62

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ATTACHMENT 1

- Year 3: Annual credits 422, Annual FTEs 14.05
- Year 4: Annual credits 468, Annual FTEs 15.62
- Year 5: Annual credits 570, Annual FTEs 19.00

If enrollments do not meet expectations, expenses will adjust to reflect actual activity. The program's financial sustainability will be evaluated at least annually.

b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Programs operating under the online program fee model at Boise State University are expected to be fiscally sustainable. If enrollments do not meet expectations, expenses will be adjusted to reflect actual activity. The program's financial sustainability will be evaluated at least annually. If it is determined to be fiscally unsustainable in the long term, it will be discontinued.

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

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

<u>Program Review:</u> Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

Program Development Support:

The online BS in Advanced Medical Imaging is one of several that are being created via the eCampus Expansion Initiative at Boise State University.

- <u>Program Design:</u> Boise State's online program development process includes a facilitated program design process to assist program faculty members in the creation of an intentional, cohesive course progression aligned to both course and program learning outcomes.
- Course Design and Development: Each course is designed and developed by a faculty member. They work with the assistance of a team of experts, which includes an instructional designer, a multimedia developer, a quality assurance specialist, and a course developer. The end result is a program version of each course. All courses for the program are developed with a consistent look and feel using a common course template aligned with nationally recognized Quality Matters course design standards.

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• <u>Course Maintenance:</u> The academic department is responsible for the continuous course improvement of online program courses.

Academic Integrity: Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:

- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters ™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009)
- Through the program development process, course production, course launch support
 provided by the eCampus Center, and other means, instructors will be reminded about the
 importance of academic integrity and encouraged to report and act upon suspected
 violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- Associated with access to and use of our Learning Management System, a secure log-in
 environment will be provided and students will be required to use strong passwords and
 change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or
 online proctoring services when appropriate. In those instances, students will need to
 provide valid photo identification before gaining access to the graded assessments or
 other required activities.
- Instructors will utilize Canvas's Ouriginal plagiarism detection program when appropriate.
- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.
- 12. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as Appendix A.

N/A

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ATTACHMENT 1

13.	Teacher Education/Certification Programs All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) <u>prior</u> to consideration and approval of the program by the State Board of Education.
	Will this program lead to certification?
	Yes NoX
	If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?
4.4	
14.	Three-Year Plan: If this is a new proposed program, is it on your institution's approved 3-year plan?
14.	· · · · · · · · · · · · · · · · · · ·
14.	3-year plan?
14.	3-year plan? Yes X No Please note that this program is in the 3-year plan as BS in Interventional Radiology. The Department decided on the new name/title of the program after the submission of the most

Indicate (X) by each applicable statement:

Program is important for meeting your institution's regional or statewide program responsibilities.
The program is in response to a specific industry need or workforce opportunity.
The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
There is a contractual obligation or partnership opportunity related to this program.
The program is in response to accreditation requirements or recommendations.
The program is in response to recent changes to teacher certification/endorsement requirements.

b. Provide an explanation for all statements you selected.

<u>Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan</u>

- 15. Curriculum. Provide descriptive information of the educational offering.
 - **a. Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the	25 – 34
department (s) offering the program.	20 - 34

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Credit for Prior Learning (completion of national credentialing examination)	25
Credit hours in required courses offered by other departments:	10
Credit hours in institutional general education curriculum	45 – 50
Credit hours in free electives	7 – 15
Total credit hours required for degree program:	120

b. Curriculum. Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

Bachelor of Science in Advanced Medical Imaging

FN BIOL 227 Human Anatomy and Physiology I (4)

BIOL 228 Human Anatomy and Physiology II (4)

FF AMI 400 Advanced Modality Case Studies (2)

MATH 143 College Algebra or MATH 170 Calculus I or ACT score of 27 (0-4)

HLTH 300 Pathophysiology (4)

IMGSCI 382 Research Methods (3)

AMI 300 Pharmacology (3)

IMGSCI 408 Sectional Anatomy in Imaging Sciences (3)

AMI 410 Clinical Experience I (4) (taken up to 2 times per option)

AMI 411 Clinical Experience II (6) (taken up to 2 times per option)

Upper Division Electives (0-9)

Associate of Science or Associate of Arts degree students must complete the following:

Associate of Science (AS) or Associate of Arts (AA) degree earned from a regionally accredited institution (up to 48)

College statistics course (3)

Associate of Applied Science degree students must additionally complete the following:

Associate of Applied Science (AAS) degree earned from a regionally accredited institution (up to 23)

UF 200 Foundations of Ethics and Diversity (3)

FW ENGL 101 Writing and Rhetoric I (3)

FW ENGL 102 Writing and Rhetoric II (3)

FC Foundations of Oral Communication (COMM 101 recommended) (3)

FN CHEM 101, 101L Introduction to Chemistry I & Lab or

FN CHEM 111, 111L General Chemistry I with Lab (4)

FA Foundations of Arts course (3)

FH Foundations of Humanities course (3-4)

FS PSYC 101 Introduction to Psychology or SOC 101 Intro to Sociology (3)

FS Foundations of Social Sciences course in a second field (3)

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FM MATH 254 Introduction to Statistics (3)

Option Areas (Specialty Electives): Students to complete electives for focus in: Interventional Cardiology, Computed Tomography, Diagnostic Medical Sonography, Interventional Radiology or Magnetic Resonance Imaging. Each option has specific course requirements that are listed below (4-13)

TOTAL (120)

Option Areas (Specialty Electives) Curriculum:

Interventional Radiology (9)

- AMI 420 Interventional Equipment and Techniques (3)
- AMI 421 Physiologic Monitoring (3)
- AMI 422 Vascular-Interventional Procedures (3)

AMI 411 Clinical Experience II (6) (Core) is taken twice in option

Interventional Cardiology (9)

- AMI 420 Interventional Equipment and Techniques (3)
- AMI 421 Physiologic Monitoring (3)
- AMI 432 Cardiac-Interventional Procedures (3)

AMI 411 Clinical Experience II (6) (Core) is taken twice in option

Computed Tomography (4)

- AMI 450 Principles of CT I (2)
- AMI 451 Principles of CT II (2)

AMI 410 Clinical Experience I (4) is taken once in option

Magnetic Resonance Imaging (8)

- AMI 440 Principles of MRI I (2)
- AMI 441 Principles of MRI II (2)
- AMI 442 Principles of MRI III (2)
- AMI 443 Principles of MRI IV (2)

AMI 410 Clinical Experience I (4) is taken twice in option

Diagnostic Medical Sonography (13)

- AMI 460 Sonographic Physics & Instrumentation (3)
- AMI 461 Abdominal Sonography (2)
- AMI 461L Abdominal Sonography Lab (2)
- AMI 462 Obstetrics/Gynecology Sonography (3)
- AMI 463 Doppler Procedures (2)
- AMI 463L Doppler Procedures Lab (1)

AMI 410 Clinical Experience I (4) is taken twice in option AMI 411 Clinical Experience II (6) is taken once in option

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- **c. Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.
 - AMI 410 Clinical Experience I (4) Supervised clinical experience within an imaging sciences modality. Requires performance and documentation of clinical competencies.
 - AMI 411 Clinical Experience II (6) Supervised clinical experience within an imaging sciences modality. Requires performance and documentation of clinical competencies.

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

- **a. Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.
 - Advocate for patients, recognize professional impact related to patient outcomes and develop a culture of safety.
 - Demonstrate effective, appropriate, and respectful communication with diverse populations of patients, co-workers, physicians, and the community to improve patient outcomes by performing beyond technical application.
 - Apply ethical practice as a professional technologist from a legal, compliance, and systems perspective within the healthcare realm.
 - Actively lead and/or participate as part of an interprofessional team to improve communication amongst healthcare providers and decrease patient risk.
 - Implement advanced imaging principles and practices at a level of mastery.
 - Appropriately share data within a healthcare team while maintaining patient privacy and confidentiality.
 - Collaborate and influence as a leader in the medical imaging profession by making meaningful contributions within their department, their healthcare organization, their community as well as on a national level.
 - Attain eligibility for national credentialing within a modality of focus.

17. Assessment plans.

a. Assessment Process. Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

With development of the curriculum map, it was recognized which courses will meet specific program learning outcomes. With the development of each course, it is mapped which assessments will meet the program learning outcomes. We will set benchmarks for these associated with student success to verify the goals were achieved. Annual action plans will be developed based on this data. Additional assessments will also be conducted according to program accreditation requirements.

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Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.

- **18. Physical Facilities and Equipment:** Describe the provision for physical facilities and equipment.
 - **a. Existing resources**. Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

No impact. The full-time faculty teaching in this program are already supplied with offices and equipment for the other Radiologic Sciences and Imaging Sciences courses they are teaching.

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

No impact is anticipated.

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

N/A

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

Library resources are currently adequate with no anticipated impact on usage. The Albertson's library provides research databases, electronic textbook reserves and also books by mail for distance studies students.

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

No additional library resources are required.

20. Faculty/Personnel resources

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ATTACHMENT 1

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

The program will utilize existing personnel and courses from the Imaging Sciences and Radiologic Sciences programs to implement this program. New courses are being developed by the faculty for a few core and elective courses, and will be within the current workload.

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

Years 1 and 2 of the program will utilize existing clinical faculty instruction, support personnel, and administrative resources from the Imaging Sciences program. This equates to:

Yr 1- .36 FTE Yr 2- .51 FTE

Years 3 - 5 of the program will fund partial FTE of Natalie Mourant, a current Clinical Professor in the Radiologic Sciences department:

Yr 3- 42 FTE

Yr 4-.47 FTE

Yr 5-.52 FTE

Natalie will teach classes as well as oversee the program.

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

Much of the coursework already exists in the on-campus format and can be taught online by the existing faculty without affecting the quality or productivity.

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

As the program grows, pert-time faculty may be hired to teach additional course sections.

21. Revenue Sources

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

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

No new appropriation will be required.

c) Non-ongoing sources:

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

N/A

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

N/A

d) Student Fees:

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

N/A

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

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. That policy enables the institution to set a price-point appropriate for the program; students will pay an online program fee in lieu of tuition. The price-point for the online program fee will be as follows: \$395 per credit.

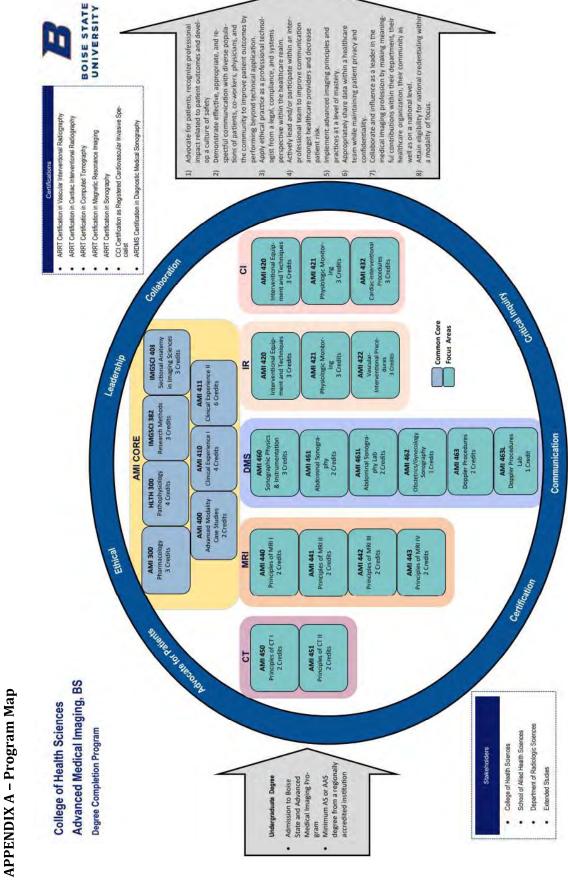
We project that by the fourth year of the program, it will generate 864 student credit hours, which will yield a revenue of \$341,432.

- **22.** Using the excel <u>budget template</u> provided by the Office of the State Board of Education, provide the following information:
 - Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
 - Include reallocation of existing personnel and resources and anticipated or requested new resources.
 - Second- and third-year estimates should be in constant dollars.
 - Amounts should reconcile subsequent pages where budget explanations are provided.

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- 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).



FTE Headcount FTE FTE	. FLANNL	L'FLANNED STUDENT ENNOLLMENT	8	FY 2023	F	FY 2024	2	FY 2025	A	FY 2026	F	2027
runoliments 4.3 8 12.0 21 16.9 31 25.9 47 35.0 ng enrollments Total Revenue 1.3 1.3 2 1.9 3 2.9 5 3.9 3.9 Student Credit Hours Generated 1.44 40.1 40.1 56.5 18.8 3.4 2.8 5 3.8 3.9 Student Credit Hours Generated 1.44 40.1 40.1 56.5 FY 2024 FY 2024 FY 2026 FY			Ή	Headcount	FTE	Headcount	=	Headcount	FTE	Headcount	FTE	Headcount
Approxized Funding Request 70tal Revenue 56 1.9 3 2.9 5 3.9 Student Credit Hours Generated 144 401 23 13.4 23 3.4 2.8 5 3.9 Student Credit Hours Generated 144 401 565 864 1,165 FY Approxiated Funding Request FY 2024 FY 2024 FY 2026 FY Approxiated Funding Request 578,521 576,657 7 2026 FY	A. Ne	w enrolments	6.	60	12.0	21	16.9	34	25.9	47	35.0	84
Student Credit Hours Generated 144 9 13.4 23 18.8 34 28.8 52 38.8 Student Credit Hours Generated 144 401 2024 FY 2025 FY 2026 FY 1,165 Appropriated Funding Request ion Funds S28/521 S76/057 FY 2024 FY 2025 FY 2026 FY <t< th=""><td></td><td>fling enrollments</td><td>0.5</td><td></td><td>1.3</td><td>2</td><td>1.9</td><td>m</td><td>2.9</td><td>v</td><td>3.9</td><td>7</td></t<>		fling enrollments	0.5		1.3	2	1.9	m	2.9	v	3.9	7
Student Credit Hours Generated 144 401 565 864 1,165 1,165 Student Credit Hours Generated 144 401 401 565 FY 2026 FY 1,165 Appropriated Funding Request. On-going One-time On-going On-going<		Total Enrollment	4.8	On	13.4	23	18.8	34	28.8	52	38.8	7.1
FY 2023 FY 2024 FY 2025 FY 2026 FY Oppropriated Funding Request ion Funds On-going One-time		Student Credit Hours Generated	144		401		565		864		1,165	
On-going One-time On-going One-time On-going One-time On-going One-time	I. REVENU	.	Œ		¥		£		č	10.0	F	2027
d Funding Request \$76,057			On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
Sec. 221 Sec. 221	1. New	/ Appropriated Funding Request		000		120 213	Ì					
routes from nents \$81,898 \$171,042 \$240,335 \$368,162 Total Revenue \$0 \$247,098 \$0 \$240,335 \$0 \$368,162	3. Fede	eral		350,026		100'010						
S61,898 \$171,042 \$240,335 \$368,162 Total Revenue \$0 \$247,098 \$0 \$240,335 \$0 \$368,162 \$0	4. New Incre	/ Tuition Revenues from eased Enrollments										
Total Revenue \$0 \$90,419 \$0 \$247,098 \$0 \$240,335 \$0 \$368,162 \$0	5. Stud	lent Fees	ľ	\$61,898		\$171,042		\$240,335		\$368,162		\$497,144
50 590,419 50 \$247,098 \$0 \$240,335 \$0 \$368,162 \$0	6. Oth											
		Total Revenue	20	\$90,419	20	\$247,098	20	\$240,335	80	\$368,162	20	\$497,144
	Budge	et Notes:										
Budget Notes:	LA B.		t as follows:	95								
Budget Notes: I.A. B. Calculation of FTE and headcount as follows:		>1 FTE = 30 credits										
=		>Headcount determined as the di	istinct numb	her of students i	in the program	that year.	rollmante					
=		>Assume 25% attrition from 1st to	2 2nd semes	ster, then 3% at	thrition every se	mester. No att	rition from 2nd	to last semes	ter to last sem	lester.		
#	11.2	The College of Health Sciences w	vill support	program in Yr1.	and Yr2 for insi	tructional and	support persor	nel expenses	already paid t	y Imaging Scie	nces DCP.	
±	1.5	Student Fee revenue calculated a	s Student C	redit Hours * S.	395 per credit.							
÷		\$395 calculated as estimate of 20	321-2022 pe	er credit rate.								
±		To be conservative, assume in ca	ilculations th	hat per-credit fe	e does not incl	rease over time	e to align with	the amount cha	arged to			
t												

ō	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		0.41		0,65		1.24	Î	1.52	Ì	1.88
2. Faculty	I	\$21,198		\$49,172		\$53,995		\$60,532		\$77,374
3. Adjunct Faculty	Ì	\$1,261		\$1,215		\$4,476	Î	\$5,153	j	\$6,562
4. Graduate/Undergrad Assistants		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5. Research Personnel	ĺ	\$0.00		\$0.00	ĺ	\$0.00		\$0.00	Ì	\$0.00
6. Directors/Administrators	Ì	80		\$7,367		\$5,984		\$6,939	Ì	\$8,109
7. Administrative Support Personnel		80		80		\$3,641		\$8,199	Ì	\$9,302
8. Fringe Benefits		\$8,162		\$21,457		\$25,071		\$30,489	Ì	\$37,984
9. Other. Teaching Assistants		80		80		\$0		80	Ì	80
Total Personnel and Costs	80	\$30,621	80	\$79,212	80	\$93,167	80	\$111,312	80	\$139,331

III.A.8 Benefits calculated at staff fringe rate of \$11,650+(annual wage*20.88%) professional staff and \$11,650+(annual wage*21.98%) classified staff

B. Operating Expenditures										
1. Travel										
2. Marketing and Promotion										
3. Other Services										
4. Communications										
5. Materials and Supplies		3545		\$510		\$429		\$483		\$1,370
8. Rentals										
7. Materials & Goods for Manufacture & Resale										
8. Miscellaneous - Computer Hardware/Software										
Total Operating Expenditures	SO	\$545	0\$	\$510	80	\$429	80	\$483	SO	\$1,370

	FY. On-going	FY 2023 One-time	FY On-going	FY 2024 One-time	FY On-going	FY 2025 One-time	FY On-going	2026 One-time	FY On-going	FY 2027 One-time
C. Capital Outlay										
1 Library Resources 2 Equipment	ĺ									
Total Capital Outlay	80	\$0	20	80	80	80	SO	80	80	\$0
FY On-going D. Capital Facilities Construction or Major Renovation	FY On-going fajor Renovation	FY 2023 One-time	FY On-going	2024 One-time	FY On-going	FY 2025 One-time	FY On-going	2026 One-time	FY On-going	2027 One-time
E. Other Costs										
1. Boise State University Support		\$28,519		\$79,142		\$111,527		\$170,716		\$230,178
College of Health Sciences Revenue Share Utilities		80		80		\$6,692		\$10,243		\$13,811
Maintenance & Repairs										
3. Student Scholarships		\$28,519								
Total Other Costs	ts \$00	\$57,038	80	\$79,142	SO	\$118,219	80	\$180,959	80	\$243,989
TOTAL EXPENDITURES:	S: S0	\$88,204	80	\$158,864	80	\$211,815	80	\$292,755	80	\$384,691
Net Income (Deficit) to College	le \$0	\$2,215	80	\$88,234	SO	\$28,520	So	\$75,408	80	\$112,454

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

Boise State University Support is defined as follows:

Boise State Central Services (10.00% of revenue): A fund dedicated to funding support services for online students.

Boise State eCampus Center (8.75% of revenue): Provide funding for initiative management, online course/program development and other support services

Boise State Online Innovation Fund (3.80% of revenue): Seed funding for academic programs, course development stipends to faculty, open education resource grants
and eventually innovation grants

Boise State Online Marketing, Recruitment, Enrollment, Advising and Retention Fund (27.45% of revenue): A fund dedicated to marketing the program, recruiting students, enrolling qualified students, advising students and retaining students throughout the life of the program.

The College of Health Sciences will receive 6% of revenue when the program's cumulative revenues are larger than cumulative expenses. The budget anticipates this will III.E.2

occur in year 3 or FY 2025 Student Scholarships III.E.3

SUBJECT

Statewide Program Responsibilities – University of Idaho Program Name Changes

REFERENCE

February 2021 The Board approved the first reading of proposed

amendments to Board Policy III.Z which included removing and relocating the statewide program list to

the three-year plan document.

April 2021 The Board approved the second reading of proposed

amendments to Board Policy III.Z.

August 2021 The Board approved the Three-year Program Plan,

incorporating the statewide program responsibilities

lists.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections III.G. and III.Z.

Section 33-113, Idaho Code, Limits of Instruction.

BACKGROUND/DISCUSSION

The initial development of the Eight-Year Plan in 2004 included identifying unique statewide program responsibilities for the three universities. Specific programs and degree levels were identified and assigned to the University of Idaho, Idaho State University and Boise State University for delivery of those programs statewide and were included not only in the planning document, but also in Board Policy III.Z.

Policy amendments in April 2021 removed and relocated the statewide program responsibilities chart from Board Policy III.Z to be exclusively housed and maintained under what is currently the Three-Year Plan. Procedures for making any changes to the specific programs and degree levels listed are established in Board Policy III.G, Postsecondary Program Review and Approval. This includes a short proposal requirement and approval by the Board. Procedures were recently amended to include an expedited review of a name change to an existing program identified under the statewide program responsibilities list, however, those must still be approved by the Board.

University of Idaho proposes to change the name of two existing programs listed under the statewide program responsibilities assigned by the Board.

IMPACT

Approval of the updated statewide program responsibilities list will incorporate the program name changes requested by the University of Idaho.

ATTACHMENTS

Attachment 1 – Three Year Plan

Attachment 2 – UI Fishery Resources Name Change – Short Proposal

Attachment 3 – UI Wildlife Resources Name Change – Short Proposal

STAFF COMMENTS AND RECOMMENDATIONS

University of Idaho has submitted two short proposals to change the name of their existing Bachelor of Science, Wildlife Resources to Wildlife Sciences and their existing Bachelor of Science, Fishery Resources to Fisheries Science. The proposed name changes will better align with the CIP Codes 03.0301 Fishing and Fisheries Science and Management and 03.0601 Wildlife, Fish and Wildlands Science and Managements. The name changes will also better reflect the name of the Department of Fish and Wildlife Sciences. Consistent with Board Policy III.G, changes to program names or degree titles related to Statewide Program Responsibilities as defined in Board Policy III.Z require full Board approval.

BOARD ACTION

I move to	approve	the proposed	amendments	to the	Three-Year	Program	Plan,
Statewide	Program	Responsibiliti	es, as submitt	ed in A	ttachment 1		

Moved by	Seconded by	Carried Yes	No	
····· /				_

ATTACHMENT 1

State of Idaho
Board of Education

Three-Year Program Plan Delivery of Postsecondary Programs and Courses

Prepared byThe Office of the State Board of Education



ATTACHMENT 1

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ATTACHMENT 1

Three-Year Plan Planning and Delivery of Postsecondary Programs

The State Board of Education established in alignment with Board Policy III.Z., a comprehensive process for the planning and delivery of postsecondary education. Consistent with this policy, institutions create an institution plan that describes all current programs and proposed programs to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities. The process requires that institutions provide a level of programmatic information for each current program being offered and for each proposed program as part of the three-year plan development.

Statewide Program Responsibility

In accordance with Board Policy III.Z.1.i, Statewide Program Responsibility shall mean an institution's responsibility to offer and deliver a Statewide Program in all regions of the state. Statewide Program Responsibilities are assigned to a specific institution by the Board, taking into account the degree to which such program is uniquely provided by the institution.

Service Region Program Responsibility

In accordance with Board Policy III.Z.1.g, Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its primary service region as defined in subsection 2.b.ii.1) and 2) below. Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.

The Three-Year Plan consists of proposed programs institutions have identified they will pursue over a three-year period. As proposed programs are developed, institutions must follow the program review process and procedures provided in Board Policy III.G, Postsecondary Program Approval and Discontinuance to acquire appropriate approvals prior to implementation of programs. If the program is to be delivered outside the institution's service region, a Memorandum of Understanding must be developed and agreed upon in cooperation with the Board's Chief Academic Officer prior to implementation.

The Plan also consists of a complete program inventory of programs currently being offered by Idaho's public postsecondary institutions. Programs are listed by CIP code and then alphabetically by institution. The list includes programs, options, and degrees offered through various departments and colleges.

Consistent with Board Policy III.Z., the Plan is updated on an annual basis. It is intended that the Three-Year Plan will provide guidance to the State Board of Education in its planning and coordination of educational programs.

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Delivery of Programs

Consistent with Board Policy III.Z., "Statewide Program Responsibilities are assigned to a specific institution by the Board, taking into account the degree to which such program is uniquely provided by the institution." The statewide program list is updated by the Board every two years.

Boise State University

Boise State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy and Administration	M.S., Ph.D.
Community & Regional Planning	M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with ISU)	M.S.W.
Social Work	Ph.D.

Board approved December 2016

Idaho State University

Idaho State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	Au.D., Ph.D.
Physical Therapy	D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Sign Language Interpreting	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics	B.S., M.S., Ph.D.
Dental Hygiene	B.S., M.S.
Medical Lab Science	B.S., M.S.
Clinical Psychology	Ph.D.

Board approved December 2016

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University of Idaho

University of Idaho must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees	
Law	J.D.	
Architecture	B.S. Arch., M. Arch.	
Integrated Architecture & Design	M.S.	
Landscape Architecture	B.S.L.A., M.L.A.	
Interior Design	B.I.D., M.S.	
Animal & Veterinary Science	B.S.A.V.S.	
Animal Science	M.S.	
Veterinary Science	D.V.M.	
Plant Science	M.S., Ph.D.	
Agricultural Economics	B.S.Ag.Econ	
Applied Economics (Agricultural)	M.S.	
Food Science	B.S.F.S., M.S., Ph.D.	
Forestry	B.S.Forestry	
Renewable Materials	B.S.Renew.Mat	
Wildlife Sciences	B.S.Wildl.Sci.	
Fisheries Sciences	B.S.Fish.Sci.	
Natural Resource Conservation	B.S.Nat.Resc.Consv.	
Rangeland Ecology & Management	B.S.Rangeland.Ecol.Mgmt.	
Fire Ecology & Management	B.S.Fire.Ecol.Mgt.	
Natural Resource concentrations in:	M.S., M.N.R., Ph.D.	
 Forestry 		
 Renewable Materials 		
Wildlife Resources		
 Fishery Resources 		
 Natural Resource Conservation 		
 Rangeland Ecology & Management 		
 Fire Ecology & Management 		

Board approved December 2016



February 2, 2022

University of Idaho

SHORT PROPOSAL FORM

Academic Programs

Name of College, School, or Division:	College of Natural Resources					
Name of Department(s) or Area(s):	Fish and Wildlife Sciences					
Official Name of Program or Instructional/Administrative Unit:	Fishery Resources					
Implementation Date:	2022-2023					
Degree:	Degree Level: B.S. Degree		Degree Ty	е Туре:		
CIP code (consult IR /Registrar):	03.0301 – Fishing and Fisheries Science and Management					
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery	Face-to-Face					
Geographical Delivery:	Location(s) Mosc	cow		Region(s)		
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self-Support fee	Professiona	al Fee	Online Program Fee		
Graduate Certificate (30 credits or m Specialized Certificate Modification of Existing Undergradure Splitting an existing program into two Consolidating two or more programs Converting one program option into program Converting or transitioning a degree (i.e. BA to BS)	yrogra New p with s X Progra Prograppro	Establishing a dual degree from existing programs New programs consisting of multiple certificates with similar coursework				
D. 12. R	2/4/2022	Toly Some		er of credits fo	or a degree)	3/22/22
College Dean (Institution)	Date 2 - 8 - 2 2	Academic	Affairs Pro	gram Manag	er, OSBE	Date
FVP/Chilef Fiscal Officer (Institution	n) Date 2-8-22	Chief Finar	ncial Office	er, OSBE		Date
Provost/VP for Instruction (Instituti			cutive Dire	ector or Desig	nee	Date
					1 D = =	_

Date of Proposal Submission:

Institution Submitting Proposal:

This proposal form must be completed for certificates and program changes as provided in Board Policy III.G.3.b. Actions Requiring a Short Proposal.

 Provide an overview of the changes that includes need and rationale for the proposed modification or change. Identify any existing program that this program will replace.

We are changing the name of our BS major from Fisheries Resources to Fisheries Science. The change better reflects the name of our department Fish and Wildlife Sciences and this CIP code which is 03.0301 – Fishing and Fisheries Science and Management.

2. Discuss impact of proposed modification on student enrollment. Using the chart below, provide projected new enrollments for the proposed certificate or modified program:

Year	Fall	Spring	Summer
	Headcount	Headcount	Headcount
20xx-xx			

3.	Teacher Education/Certification Programs. All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission <u>prior</u> to consideration and approval of the program by the State Board of Education. Will this program lead to certification?					
	Yes No					
	If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?					
4.	Three-Year Plan. If this is a new proposed certificate (30 credits or more) or degree, is it on your institution's approved 3-year plan?					
	Yes No					
	If yes, proceed to question 5. If no, please address A and B below:					
	a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.					
	Indicate (X) by each applicable statement:					
	Program is important for meeting your institution's regional or statewide program responsibilities.					
	The program is in response to a specific industry need or workforce opportunity.					
	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.					

There is a contractual obligation or partnership opportunity related to this program. The program is in response to accreditation requirements or recommendations.

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ATTACHMENT 2

The program is in response to recent changes to teacher certification/endorsement requirements.
We failed to include it when we had the opportunity.
Other:

- Provide an explanation for all statements you selected.
- 5. Curriculum for the proposed program changes and its delivery.
 - a. Summary of requirements. Provide a summary of program requirements using the following table.

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

- b. Curriculum. Provide the curriculum for the program, including a listing of course titles and credits in each.
- 6. Resources Required for Implementation Financial Impact and Budget.
 - a. Discuss organizational arrangements required within the institution to accommodate the proposed action, including administrative, staff, and faculty hires, facilities, student services, library, etc. Include a statement regarding total cost to students. If there is no financial impact as defined in Board Policy III.G.1.f¹, include a statement to indicate there is no financial impact. Completion of the budget form is required if there is a financial impact.

There are no departmental resources required for implementation. There is no cost to students. There is no financial impact.

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¹ Financial Impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. This includes the impact of moving resources from existing programs to proposed programs.

CONSENT APRIL 20, 2022nstitutional Tracking NATTACHMENT 3



SHORT PROPOSAL FORM

				Aca	demic I	Progran
Date of Proposal Submission:	3-14-22					
Institution Submitting Proposal:	University of Idaho					
Name of College, School, or Division:	College of Natural	Resources				
Name of Department(s) or Area(s):	Fish and Wildlife S	ciences				
Official Name of Program or nstructional/Administrative Unit:	Wildlife Resources					
mplementation Date:	2022-2023					
Degree:	Degree Level: Under	graduate	Degree '	Type:BS	G-TA	
CIP code (consult IR /Registrar):	03.0601 Wildlife, F	ish and Wildla	nds Scier	nce and Manag	ement	
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery	Face to face					
Geographical Delivery:	Location(s) Mosco	ow		Region(s)		
ndicate (X) if the program is/has: Consistent with Board Policy V.R.)	Self-Support fee	Profession	al Fee	Online Progra	m Fee	
New Certificate Undergraduate Certificate (30 cred Graduate Certificate (30 credits or Specialized Certificate				an existing pro e to an existing		
Modification of Existing Undergrad Splitting an existing program into to Consolidating two or more program Converting one program option into program Converting or transitioning a degre (i.e. BA to BS)	ns into one programs o a stand-alone	prog New with X Prog Prog	rams programs similar cou ram name ram Respo	dual degree from consisting of mu ursework changes related onsibilities (requi	Itiple cert	vide
College Dean (Institution)	3/14/2022 Date	Taly Son	ation of pro ase in nun	ogram credit defin nber of credits for ram Manager, (3/22/2	e)
FVP/Chief Fiscal Officer (Institution)	Date	Chief Financia	al Officer,	OSBE		Date

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CONSENT - IRSA

ATTACHMENT 3

Provost/YP for Instruction (Institution) Date

OSBE Executive Director or Designee Approval

Date

ATTACHMENT 3

This proposal form must be completed for certificates and program changes as provided in Board Policy III.G.3.b. Actions Requiring a Short Proposal.

1. Provide an overview of the changes that includes need and rationale for the proposed modification or change. Identify any existing program that this program will replace.

We are changing the name of our BS major from Wildlife Resources to Wildlife Science. The change better reflects the name of our department Fish and Wildlife Sciences and this CIP code which is 03.0601 WILDLIFE, FISH AND WILDLANDS SCIENCE AND MANAGEMENT.

2. Discuss impact of proposed modification on student enrollment. Using the chart below, provide projected new enrollments for the proposed certificate or modified program:

Year	Fall	Spring	Summer	
	Headcount	Headcount	Headcount	
20xx-xx				

	tification require review and recommendation from the Professional Standards
Col	mmission (PSC) and approval from the Board. Will this program lead to certification?
	Yes No
	es, on what date was the Program Approval for Certification Request submitted to the fessional Standards Commission?
	ree-Year Plan. If this is a new proposed certificate (30 credits or more) or degree, is it your institution's approved 3-year plan?
	Yes No
If y	es, proceed to question 5. If no, please address A and B below:
a.	Which of the following statements address the reason for adding this program outside of the regular three-year planning process.
Ind	dicate (X) by each applicable statement:
	Program is important for meeting your institution's regional or statewide program responsibilities.
	The program is in response to a specific industry need or workforce opportunity.
	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
	There is a contractual obligation or partnership opportunity related to this program.
	The program is in response to accreditation requirements or recommendations.

ATTACHMENT 3

The program is in response to recent changes to teacher certification/endorseme requirements.	ent
We failed to include it when we had the opportunity.	
Other:	

- b. Provide an explanation for all statements you selected.
- 5. Curriculum for the proposed program changes and its delivery.
 - **a.** Summary of requirements. Provide a summary of program requirements using the following table.

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

- b. Curriculum. Provide the curriculum for the program, including a listing of course titles and credits in each.
- 6. Resources Required for Implementation Financial Impact and Budget.
 - a. Discuss organizational arrangements required within the institution to accommodate the proposed action, including administrative, staff, and faculty hires, facilities, student services, library, etc. Include a statement regarding total cost to students. If there is no financial impact as defined in Board Policy III.G.1.f¹, include a statement to indicate there is no financial impact. Completion of the budget form is required if there is a financial impact.

There are no departmental resources required for implementation. There is no cost to students. There is no financial impact.

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¹ Financial Impact shall mean the total financial resources, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. This includes the impact of moving resources from existing programs to proposed programs.

SUBJECT

General Education Matriculation (GEM) Committee Appointments

REFERENCE

EFERENCE	
October 2014	The Board approved the initial membership of the General Education Matriculation Committee.
June 2016	The Board appointed Jana McCurdy (CWI), Dr. Margaret Johnson (ISU), and Kenton Bird (UI) to the GEM Committee.
December 2016	The Board appointed Dr. Joanne Tokle (ISU) and John Bieter (BSU) to the GEM Committee.
August 2017	The Board appointed Lori Barber, representing CEI, to the GEM Committee.
October 2017	The Board appointed Cher Hendricks, representing UI, to the GEM Committee.
April 2019	The Board appointed Dean Panttaja representing UI, and Whitney Smith-Schuler representing CSI to the GEM Committee.
June 2019	The Board appointed Greg Wilson representing CWI, replacing Jana McCurdy to the GEM Committee.
October 2019	The Board appointed Tiffany Seeley-Case representing CSI, replacing Whitney Smith-Schuler to the GEM Committee.
June 2020	The Board appointed Martin Gibbs representing LCSC, replacing Mary Flores to the GEM Committee.
June 2021	The Board appointed Cindy Hill representing ISU and Angela Sackett-Smith representing CWI to the GEM Committee.
August 2021	The Board appointed Dr. Candyce Reynolds representing BSU and Lloyd Duman representing NIC to the GEM Committee.
October 2021	The Board appointed Chris Harper, Karina Smith, Kristin Whitman, and Debbie Ronneburg to the GEM Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures Section III.N.

BACKGROUND/DISCUSSION

Consistent with Board Policy III.N, the state GEM Committee is responsible for: i) reviewing the competencies and rubrics of the general education framework for each institution to ensure its alignment with the Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes; and ii) making recommendations to the Board regarding the general education framework and the common course list. Board Policy III.N also provides that faculty discipline groups have ongoing responsibilities for ensuring consistency and relevance of

CONSENT – IRSA TAB 10 Page 1

General Education MF1 competencies related to their discipline and are responsible for proposing changes to the common course list to the GEM Committee. The GEM Committee consists of a Board-appointed representatives from each of the institutions; a representative from the Division of Career Technical Education; a representative from the Idaho Registrars Council; a representative from the digital learning community; a representative from the dual credit community, a representative from the open education community; and the Eexecutive Delirector of the Board, or designee, who shall serve as the chair of the committee. Board policy III.N. does not establish terms for the members of the GEM Committee. Once appointed, members serve until they resign or are replaced by the Board.

North Idaho College has <u>forwarded_nominated</u> Ms. Sherry Simkins' <u>name_for</u> appointment to the GEM Committee to replace Lloyd Duman who has retired. College of Western Idaho has <u>forwarded_nominated</u> Ryan Randall's <u>name_for</u> appointment to the GEM Committee as the open education community's representative to replace Kristin Whitman who has taken another position.

IMPACT

The proposed appointments will replace North Idaho College's representative and the open education community's representative on the GEM Committee.

ATTACHMENTS

Attachment 1 – General Matriculation Education Committee – Current Membership

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Sherry Simkins is currently serving as the Interim Dean of Instruction, General Studies at North Idaho College. Prior to this role, Ms. Simkins served as Division Chair for Communication and Fine Arts since 2012 and has been Communication faculty member since 2005. She currently represents Idaho as the WICHE Interstate Passport State Facilitator. This initiative seeks to smooth student transfer of general education credits across state lines. She has been connected to Idaho's general education reform since it began in 2012, by serving as a faculty discipline representative. Simkins received her Bachelor of Science and Master of Arts in Communication at Southern Utah University and is expected to graduate with her Doctorate in Educational Leadership from Idaho State University in spring 2022.

Ryan Randall is currently the Instruction Coordinator and Faculty Outreach Librarian at the College of Western Idaho, where he also is the campus Pressbooks administrator. Before receiving his Master of Library Science from Indiana University and becoming a college librarian, he taught first-year composition courses, literature courses, and media studies courses while a graduate student and adjunct instructor.

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Board staff recommends approval.

DO	A D		AC ⁻		M
$\mathbf{D}\mathbf{U}$	AR	u	AC	ıv	ич

I move to appoint Ms. Sherry Simkins, representing North Idaho College, to the General Education Matriculation Committee, effective immediately.					
Moved by	Seconded by	Carried Yes	_No		
AND					
I move to appoint Mr. Ryan Randall, representing the open education community, to the General Education Matriculation Committee, effective immediately.					

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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ATTACHMENT 1

State Board of Education General Education Matriculation Committee

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

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

Tiffany Seeley-Case is the Dean of General and Transfer Education at College of Southern Idaho. Tiffany Seeley-Case was appointed in **October**, **2019**

Martin Gibbs is the Dean of Liberal Arts & Sciences at Lewis-Clark State College. Martin Gibbs was appointed in **June**, **2020**.

Angela Sackett-Smith is the Dean for General Education at College of Eastern Idaho. Angela Sackett-Smith was appointed in **June**, **2021**.

Cindy Hill is Interim Vice Provost for Academic Affairs at Idaho State University. Cindy Hill was appointed in **June, 2021**.

Lloyd Duman is the Interim Dean of General Studies at North Idaho College was appointed in **August**, **2021**.

Candyce Reynolds is the Director of the Foundational Studies Program at Boise State University was appointed in **August**, **2021**.

Chris Harper is the Director of the Teaching and Learning Center at the College of Southern Idaho and serves as the digital learning representative on the GEM Committee. He was appointed in **October**, **2021**.

Karina Smith is the Assistant Director for Concurrent Enrollment at Boise State University and serves as the dual credit representative on the GEM Committee. She was appointed in **October**, **2021**.

Debbie Ronneburg is the interim Dean, College of Technology at Idaho State University and serves as the Technical College Leadership Council Representative on the GEM Committee. She was appointed in **October**, **2021**.

Ryan Randall is the Instructor Coordinator and Faculty Outreach Librarian at the College of Western Idaho and serves as the open education representative on the GEM Committee. **Appointment pending Board approval April, 2022.**

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Sherry Simkins is the Interim Dean of Instruction, General Studies at North Idaho College. **Appointment pending Board approval April, 2022.**

Mandy Nelson is the Registrar at Boise State University, a representative from the Idaho Registrars Council, as an ex officio member.

Jonathan Lashley is the Associate Chief Academic Officer at the Office of the State Board of Education, who serves as Chair of the Committee as the designee of the Executive Director.

CONSENT - IRSA TAB 10 Page 2

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.
Febr	uary 13, 2020	The Board approved the appointment of Mr. Jesse LaSarte.
April	16, 2020	The Board approved the appointment of Dr. Rex Force.
Augu	ust 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.
Augu	ıst 2021	The Board approved the appointment of Ms. Shirley Allman.
Octo	ber 2021	The Board approved the appointment of Dr. Eric Scott.
Febr	uary 2022	The Board approved the appointment of Dr. Jean McGivney-Burelle, Dr. Kassie Silvas, and Ms. Desi Moses.

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
 - o Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or their 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.

IMPACT

Three existing members would be reappointed to the Indian Education Committee.

ATTACHMENTS

Attachment 1 – Current Committee Membership

Attachment 2 – College of Eastern Idaho Committee Nomination

Attachment 3 – University of Idaho Committee Nomination

Attachment 4 – Fort Hall Business Council Committee Nomination

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Ms. Effie Hernandez is the Multicultural Coordinator at the College of Eastern Idaho (CEI). She has served on the Indian Education Committee as CEI's representative since 2019. Ms. Hernandez's term is scheduled to expire June 30, 2022 and she has expressed interest in continuing her service on the committee. President Rick Aman forwarded a letter of support to reappoint Ms. Hernandez as the college representative.

Dr. Yolanda Bisbee is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho (UI). She has served on the Idaho Indian Education Committee as the UI's representative since 2013. Dr. Bisbee's term will expire on June 30, 2022 and she has expressed interest in continuing her service on the committee. President Scott Green has forwarded a letter of support to reappoint Dr. Bisbee as the University's representative.

Mr. Ladd Edmo is the Tribal Secretary of the Fort Hall Business Council. He has served on the Idaho Indian Education Committee as their Tribal Chairperson representative since 2018. Mr. Edmo's term will expire on June 30, 2022 and he has expressed interest in continuing his service on the committee. A tribal resolution supporting his reappointment as their representative from the Fort Hall Business Council is included.

Board staff recommends approval.

BOARD ACTION

I move to reappoint Ms. Effie Hernandez, representing the College of I	Easterr
Idaho to the Indian Education Committee effective July 1, 2022 and expirir	ng June
30, 2027.	

Moved by	Seconded by	Carried Yes	No _	
AND				

	r. Yolanda Bisbee, repre mmittee effective July 1,	9	
Moved by	Seconded by	Carried Yes	No
AND			
• •	Mr. Ladd Edmo, represe ducation Committee effe	<u> </u>	
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: July 1, 2022 - June 30, 2027. **Pending Board approval.**

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 Triba. 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 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.

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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

<u>Institutions of Higher Education Representatives</u>

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, 2012 – June 30, 2027. **Pending Board approval.**

Effie Hernandez is the Multicultural Coordinator at College of Eastern Idaho. Term: July 1, 2012 – June 30, 2027. **Pending Board approval.**

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

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.

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.

1600 South 25th East • Idaho Falls, Idaho 83404-5788 • 208.524.3000 • www.cei.edu

March 7, 2022

The College of Eastern Idaho will be continuing their participation in and support for the Idaho Indian Education Committee with the State of Idaho. This Committee plays a key role in supporting the education plans for the future of Indian education in the state.

Effie Hernandez is the Multicultural Coordinator and has been working with local community leaders in both Native American and Hispanic populations. Effie has experience in the area in multicultural recruitment with the University of Idaho and now with her current position at the College of Eastern Idaho. Additionally, Effie is a member of the Shoshone-Bannock Tribes giving her a unique understanding to Indian Education. Effie will make an excellent addition to this state-wide committee as our CEI appointee. Her contact information is:

Effie Hernandez – 208.535.5338 effie.hernandez@cei.edu

We look forward to our continued participation. If you have questions or concerns, please contact my office.

Sincerely,

Rick Aman

President, College of Eastern Idaho

Idaho Falls, Idaho



OFFICE OF THE PRESIDENT 875 Perimeter Drive MS 3151 Moscow ID 83844-3151

208-885-6365 president@uidaho.edu uidaho.edu/president

March 16, 2022

Patty Sanchez Academic Affairs Program Manager Idaho State Board of Education 650 W. State St. #307 Boise, ID 83720-0037

Dear Ms. Sanchez:

Thank you for the opportunity to be involved in the Idaho Indian Education Committee. I would like to nominate Dr. Yolanda Bisbee for re-appointment as the University of Idaho representative. She serves as our Chief Diversity Officer, overseeing our diversity efforts. She also serves as Executive Director for Tribal Relations, where she oversees our Native American Student Center and coordinates relationships with our 11 MOU tribes. Having her in these roles has been critical to the health and strength of these relationships.

I believe her efforts directly relate to the increases we experience in our Native student enrollment at the University of Idaho. I also believe that she is a leader in understanding critical issues, such as tribal identification and its independence from racial/ethnic self-identification. Dr. Bisbee would be a great asset to the Idaho Indian Education Committee.

Sincerely,

C. Scott Green

President

MOSCOW BOISE COEUR D'ALENE IDAHO FALLS STATEWIDE RESEARCH AND EXTENSION

To enrich education through diversity, the University of Idaha is an equal opportunity/affirmative action amployed

RESOLUTION

WHEREAS, the Fort Hall Business Council has the ultimate responsibility for budget approvals and overseeing the administration of all Tribal funds, as well as those funds awarded to the Shoshone-Bannock Tribes through contracts, grants, cooperative agreements, regardless of source; and

WHEREAS, Section 1750 of the Shoshone-Bannock Personnel Manual requires that the Business Council authorize employees to represent the Tribes' interests in outside organizations; and

WHEREAS, the Idaho Indian Education Committee (IIEC) is a standing committee designated to advocate for American Indian students and schools, to act as an advisory body to the Idaho State Board of Education and provide a link for all five tribes of Idaho; and

WHEREAS, the IIEC includes representatives from the five tribal councils, Tribal education, and BIE schools, college and university, and from the State Board of Education; and

WHEREAS, Business Council member Ladd R. Edmo is the current Tribal Council representative serving on the Idaho Indian Education Council; now

THERFORE, BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE BANNOCK TRIBES, that approval is hereby given to authorize Business Council member Ladd R. Edmo to participate in the Idaho Indian Education Committee representing the Shoshone-Bannock Tribes as the Tribal Chair/Designee.

Authority for the foregoing resolution is found in the Indian Reorganization Act of June 18, 1934 (48 Stat., 984), as amended, and in the Shoshone-Bannock Tribes Constitution and Bylaws of the Fort Hall Reservation, as amended, including but not limited to the authority found in the Constitution, Article VI.

Mulinet

Dated this 08th day of March 2022.

Devon Boyer, Tribal Chairman Fort Hall Business Council

SEAL

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 3 in favor, 1 abstained (LRE), 2 absent (DB, EJT), and 1 not voting (MS) on the date this bears.

Ladd R. Edmo, Tribal Secretary Fort Hall Business Council

FHBC-2022-0157

IDAHO STATE UNIVERSITY

SUBJECT

Facility Naming – L.S. Skaggs College of Pharmacy

REFERENCE

June 2020 Idaho State Board of Education (Board) approved the

Six Year Capital Improvement Plan amendment to

include Leonard Hall renovations.

April 2021 Board approved planning and design for College of

Pharmacy Leonard Hall Renovations.

December 2021 Board approved construction and financing for a total

project cost not to exceed \$20,200,000.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.K Naming/Memorializing Buildings and Facilities

BACKGROUND/DISCUSSION

Idaho State University (ISU) seeks approval to name the Idaho State University College of Pharmacy the L.S. Skaggs College of Pharmacy in recognition of a \$14M lead gift from the ALSAM Foundation to fund upgrades to Leonard Hall.

The College of Pharmacy is the oldest College at ISU. The renovation plan for Leonard Hall transforms the outdated office, classroom, and laboratory space into state-of-the-art functionality. The renovation is primarily focused on upgrading the 2nd floor laboratories. Laboratories require redesign to update and modernize the spaces to fit current needs. Further, there is no ADA accessibility into lab spaces. Construction and financing for the project was approved by the Board at their December 2021 regular Board meeting.

This naming opportunity also places the ISU College of Pharmacy among an elite and distinguished list of schools of pharmacy that bear the Skaggs Family name, a high honor in the world of pharmacy education. Notable other Skaggs Colleges of Pharmacy include the University of Utah, the University of California San Diego, the University of Colorado, the University of Arizona and the University of Montana.

The gift from the ALSAM Foundation marks the largest ever one-time donation received by Idaho State University. The philanthropic support of the ALSAM Foundation was critical to moving forward with renovation plans and the project would not have been possible without this support. Modernizing the College of Pharmacy classroom, office, and laboratory spaces will positively impact current and future students at ISU. The ALSAM Foundation has a long history of philanthropy at ISU. Most notably is the support for the acquisition and build out of the Meridian Health Sciences Center that also bears the Skaggs Family name.

IMPACT

Naming the Idaho State University College of Pharmacy the L.S. Skaggs College of Pharmacy recognizes the philanthropic support of the ALSAM Foundation. No substantive costs related to the naming will be required other than what is needed for new signage.

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:
 - 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.
 - 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.

Based on the information provided the proposed naming request meets the requirements in Board policy I.K.

Staff recommends approval.

D C		$\Lambda \cap T$	
DU	ARD	ACT	IUN

D ACTION				
I move to approv	e the request by Idaho Sta	te University to name t	he Idaho Stat	Э
University Collect	ge of Pharmacy the L.S. Ska	aggs College of Pharm	асу.	
Moved by	Seconded by	Carried Yes	No	

STATE DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificates Recommendations

REFERENCE

August 2021

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.

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.

February 2022 Board approved twenty-six (26) provisional certificates

for the 2021-2022 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND/DISCUSSION

Nineteen (19) complete emergency provisional certificate applications were received by the State Department of Education by February 25, 2022, including eighteen (18) 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 State Board approved Emergency Provisional Certificate Application Process. The Emergency Provisional Certificate allows a school district or charter school to request one-year certification/endorsement in an emergency situation for candidates who do not hold the required Idaho certificate/endorsement to fill a position. While the candidate is under emergency provisional certification, the school district or charter school is funded for the position at the same rate as if an employee with a standard or interim certificate were in the position.

<u>Instructional Staff and Career Technical Education (CTE) Certificate</u> <u>Applications</u>

Boise Independent School District #001

Applicant Name: Tayler Caldwell

Endorsement(s): CTE-Natural Resources Mgmt (6-12), Natural Science (6-12)

College Training: BS

Declared Emergency Date: 1/10/2022 **Hire/Assignment Date:** 1/10/2022

Summary of Recruitment Efforts: The individual who held this position resigned prior to the start of the second semester. Due to the nature of this position being a hard to fill position, the school did not receive any qualified applicants. Two substitutes were interested in the position, both held teaching certificates, but not in the proper endorsement area. Tayler Caldwell was the better fit for the position.

Applicant Name: Adrian Shaw **Endorsement(s):** Visual Arts (K-12)

College Training: BS

Declared Emergency Date: 2/14/2022 **Hire/Assignment Date:** 1/31/2022

Summary of Recruitment Efforts: The employee that was in this teaching position taught both Mathematics and Visual Arts. The employee resigned at the end of the first semester. The Boise School District only had two applicants that applied for the position. Both applicants held a Math endorsement but neither applicant held a Visual Arts endorsement and would have needed to be placed on a Provisional or Alternative Authorization to obtain the Visual Arts endorsement needed.

West Bonner County School District #083

Applicant Name: Joshua Johnson

Endorsement(s): CTE Construction Trades Technology (6-12) **College Training:** Industry Experience (IDCTE Confirmed)

Declared Emergency Date: 12/15/2021 **Hire/Assignment Date:** 11/29/2021

Summary of Recruitment Efforts: Previous teacher could not finish contract due to health issues. This is a hard to fill position. It was posted on the district website, edjobsidaho.com, Idaho Department of Labor, Indeed and social media. Three applicants applied, Joshua was the only applicant with background knowledge and experience of skills needed for position.

Nampa School District #131

Applicant Name: Terrell Moffett

Endorsement(s): CTE OS-Digital Media Production (6-12)

College Training: BA

Declared Emergency Date: 9/20/2021 **Hire/Assignment Date:** 8/16/2021

Summary of Recruitment Efforts: 2021-22 is the last year the district will be offering the broadcasting pathway. Staff member is already stationed at location where this class needs to be taught and has the most experience among CTE staff to teach this subject. This Emergency Provisional will allow students already in this pathway to complete it.

Mountain View School District #244

Applicant Name: Melissa Ketola **Endorsement(s):** All Subjects (K-8)

College Training: 55 credits

Declared Emergency Date: 2/22/2022 **Hire/Assignment Date:** 9/1/2021

Summary of Recruitment Efforts: The Mountain View school district sent an Emergency Provisional application for the candidate in Aug/Sept 2021 but she did not have enough credits for the application to be approved. The candidate has now achieved the proper credits for the application. The candidate was the best candidate for the position when she was hired. Fourteen applications were received and six were interviewed.

Minidoka County School District #331

Applicant Name: Crystal Arizpe **Endorsement(s):** All Subjects (K-8)

College Training: BA

Declared Emergency Date: 1/17/2022

Hire/Assignment Date: 2/1/22

Summary of Recruitment Efforts: Position was posted on school district website as well as SchoolSpring and Indeed. One application was received and

interviewed.

Lewiston Independent School District #340

Applicant Name: Angela Nelson

Endorsement(s): English as a Second Language (K-12)

College Training: BS

Declared Emergency Date: 12/13/2021 **Hire/Assignment Date:** 12/14/2021

Summary of Recruitment Efforts: Posted opening in local newspaper, social media, Indeed, and Zip Recruiter. One complete application was received and one was initiated but never completed. One applicant was interviewed.

Twin Falls School District #411

Applicant Name: Tarin Dawson

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

College Training: BS

Declared Emergency Date: 2/14/2022 **Hire/Assignment Date:** 1/31/2022

Summary of Recruitment Efforts: The teacher hired for this position wanted out of the contract, but offered to stay until a suitable replacement was found. The candidate applied and was offered the position.

Applicant Name: Dawn McClung **Endorsement(s):** Math (6-12)

College Training: BS

Declared Emergency Date: 2/14/2022 **Hire/Assignment Date:** 1/13/2022

Summary of Recruitment Efforts: This position was filled at the beginning of the school year by a first year teacher who became overwhelmed and decided to break her contract after the holiday. This left the school without a teacher in the classroom. The candidate applied and was hired to take over the position.

Applicant Name: Sandra Matthews **Endorsement(s):** All Subjects (K-8)

College Training: BA

Declared Emergency Date: 12/13/2021 **Hire/Assignment Date:** 11/1/2021

Summary of Recruitment Efforts: The school district hired a new teacher for this position and after teaching in the class, the teacher decided to change careers. The candidate had been working as a guest teacher in the school and in this classroom. She agreed to take over as teacher for the remainder of the school year.

Weiser School District #431

Applicant Name: Stephanie Elias-Fernandez

Endorsement(s): English (6-12)

College Training: BA

Declared Emergency Date: 1/5/2022 **Hire/Assignment Date:** 1/5/2022

Summary of Recruitment Efforts: A notice was posted on the School Spring website. The job was also published in the local newspaper and on the district website for three weeks. Contact was also made with college education departments. No candidates came forward.

Applicant Name: Megan Overgaard **Endorsement(s):** Mathematics (6-12)

College Training: MA

Declared Emergency Date: 1/5/2022 **Hire/Assignment Date:** 1/5/2022

Summary of Recruitment Efforts: A middle school mathmatics teaching position was advertised for three weeks. Position was also posted on School Spring and in the local newspaper. Local colleges within the state were contacted as well.

North Valley Academy Charter School #465

Applicant Name: Stephanie Bates **Endorsement(s):** All Subjects (K-8)

College Training: AA

Declared Emergency Date: 8/1/2021 **Hire/Assignment Date:** 8/10/2021

Summary of Recruitment Efforts: Position was posted in May. The candidate

did not qualify for Content Specialist. Converted to Emergency Provisional.

Future Public Charter School #499

Applicant Name: Brandon McGurkin

Endorsement(s): Physical Education (K-12)

College Training: BA

Declared Emergency Date: 2/17/2022 **Hire/Assignment Date:** 2/18/2022

Summary of Recruitment Efforts: The Physical Education teacher gave two weeks notice on January 21, 2022 with a transition date of February 4, 2022. The opening was shared immediately within school's networks, Board, school community, and on Indeed. 30 applications were received. Most were not qualified. Those candidates that were qualified wanted to start in the Fall. An offer was made but was declined. The candidate was the next best qualified.

Forge International School #528

Applicant Name: Jarret Ellsworth

Endorsement(s): CTE Information/Communication Tech (6-12)

College Training: BA

Declared Emergency Date: 11/15/2021

Hire/Assignment Date: 7/2021

Summary of Recruitment Efforts: Mr. Ellsworth is a certified CTE teacher but holds endorsements in a different subject area. When submitting data to ISEE, the school discovered he did not hold the proper endorsement for the CTE courses he was hired to teach.

Rise Charter School #562

Applicant Name: Kerena Clifton Endorsement(s): All Subjects (K-8)

College Training: AA

Declared Emergency Date: 3/14/2022 **Hire/Assignment Date:** 2/18/2022

Summary of Recruitment Efforts: Attended a career fair at Utah State Unversity in Logan. Met with 10 candidates total. None were qualified to teach this position.

Applicant Name: Noah Stewart **Endorsement(s):** Spanish (6-12)

College Training: 55

Declared Emergency Date: 2/14/2022

Hire/Assignment Date: 1/12/2022

Summary of Recruitment Efforts: Notice to hire was posted on the school website and social media sites. One application was received.

Idaho Arts Charter #795

Applicant Name: Jessica VandeerVeen **Endorsement(s):** All Subjects (K-8)

College Training: AA

Declared Emergency Date: 12/13/2021 **Hire/Assignment Date:** 11/29/2021

Summary of Recruitment Efforts: Placed a job opening adverstisement on Indeed. The certified teacher that held the postion quit on November 19th. Ms. VaneerVeen has worked as a full time sub/classified aide at the school for four years.

Pupil Service Staff Certificate-Speech Language Pathologist

Coeur d'Alene School District

Applicant Name: Olivia Knutson

Endorsement(s): Speech Language Pathologist (SLP)

College Training: BA-MA in progress for SLP

Declared Emergency Date: 2/7/2022 **Hire/Assignment Date:** 1/10/2022

Summary of Recruitment Efforts: The position was adverstised on the website, Monster.com, social media. School is trying to fill an unexpected vacancy for SLP.

The candidate andidate will complete the SLP program in May 2022.

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 process 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 process to recommendations 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. Emergency Provisional Certificates and Endorsements may be issued to an uncertified person with the minimum amount of training or may be issued to individuals with an existing certificate and endorsement outside of the area they have been hired to teach in. In the case of someone hired outside of the subject area they are endorsed to teach in the Emergency Provision Certificate/Endorsement is for the endorsement area.

BOARD ACTIONS

I move to approve the request by the State Department of Education for one-year emergency provisional certificates in the endorsement area(s) at the specified school districts or charter school as provided herein for the 2021-2022 school year for the following individuals: Tayler Caldwell, Adrian Shaw, Joshua Johnson, Terrell Moffett, Melissa Ketola, Crystal Arizpe, Angela Nelson, Tarin Dawson, Dawn McClung, Sandra Matthews, Stephanie Elias-Fernandez, Megan

• •	anie Bates, Brandon McG sica VandeerVeen.	urkin, Jarret Ellsworth,	Kerena Clifton
Moved by	Seconded by	Carried Yes	No
emergency provis	e the request by State D sional certificates with Dlivia Knutson area in the year.	the Speech Langua	ge Pathologis
Moved by	Seconded by	Carried Yes	No

PROFESSIONAL STANDARDS COMMISSON

SUBJECT

Professional Standards Commission – Committee Appointments

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

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

Seven (7) positions on the PSC are open for a three (3)-year appointment, effective July 1, 2022: one (1) position representing public higher education/teacher education, one (1) position representing colleges of letters and sciences (1), one (1) position representing secondary principals, one (1) position representing pupil personnel services, one (1) position representing teachers of exceptional children, and two (2) positions representing certificated classroom teachers. Nominations were sought from the Idaho Association of Colleges for Teacher Education (IACTE), Idaho Education Association (IEA), Northwest Professional Educators (NWPE), Idaho Indian Education Committee (IIEC), and Idaho Association of Secondary School Principals (IASSP). Nominations from IACTE, IASSP, IEA, IIEC, and NWPE were submitted for consideration, and careful consideration was given to ensure regional representation. No nominees were submitted for the one (1) position representing pupil personnel services; recruitment efforts will continue for the pupil personnel services position.

In addition, a partial term position for the school superintendent representative is open for appointment due to a resignation. The position is currently vacant and runs through June 30, 2023. The Idaho School Superintendents' Association has submitted three (3) nominees to fill this position through the end of the term.

IMPACT

Board action allows for appointment/reappointment of members to the Professional Standards Commission, ensuring seats on the Commission are filled for the 2022-2023 fiscal year.

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members

Attachment 2 – Taylor Raney, IACTE

Attachment 3 - Tonia Dousay, IACTE

Attachment 4 - Aleksandra Hollingshead, IACTE

Attachment 5 – Vanessa Anthony Stevens, IIEC

Attachment 6 - Jamee Nixon, IACTE

Attachment 7 – Jerry Harris, IACTE

Attachment 8 – Jennifer Chase, IACTE

Attachment 9 - Amy McBride, IASSP

Attachment 10 - Justin White, IASSP

Attachment 11 - Brian Jadwin, IASSP

Attachment 12 – Mary Lynn Spiker, NWPE

Attachment 13 – Marianne Sletteland, IEA

Attachment 14 – Cassandra Horner, IEA

Attachment 15 – DJ Eberlin, IEA

Attachment 16 - Jennifer Jacobsen, IEA

Attachment 17 – John Crawford, IEA

Attachment 18 - Eric McDowell, IEA

Attachment 19 - Stacey Jensen, IEA

Attachment 20 - Stephan Lynch, IEA

Attachment 21 - Lindsey McKinney, IEA

Attachment 22 - David Sotutu, ISSA

Attachment 23 - Lance Harrison, ISSA

Attachment 24 - Michael Jacobson, ISSA

BOARD STAFF COMMENTS AND RECOMMENDATIONS

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

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

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

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

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

BOARD ACTION

I move to reappoint Dr. Jamee Nixon of Northwest Nazarene University to the Professional Standards Commission for a three-year term beginning July 1, 2022, and ending June 30, 2025, representing colleges of letters and sciences.

Moved by	Seconded by	Carried Yes	No
Professional Star	point Marianne Sletteland ndards Commission for a th 30, 2025, representing tea	ree-year term beginnin	g July 1, 2022,
Moved by	Seconded by	Carried Yes	No
	nt Dr. Vanessa Anthony-S		

and ending June education.	30, 2025, representir	ng public higher educ	cation/teacher	
Moved by	Seconded by	Carried Yes	No	
Standards Commiss	amy McBride of Twin Fa sion for a three-year terr esenting secondary prind	n beginning July 1, 202		
Moved by	Seconded by	Carried Yes	No	
I move to appoint Donald Eberlin Jr. of Boise School District to the Professional Standards Commission for a three-year term beginning July 1, 2022, and ending June 30, 2025, representing certificated classroom teachers.				
Moved by	Seconded by	Carried Yes	No	
I move to appoint Stacey Jensen of Pocatello School District to the Professional Standards Commission for a three-year term beginning July 1, 2022, and ending June 30, 2025, representing certificated classroom teachers.				
Moved by	Seconded by	Carried Yes	No	
	ance Harrison of Prestonsion effective immed superintendents.			
Moved by	Seconded by	Carried Yes	No	

2021-2022 Member Roster

Chair, Kathy Davis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chanel Harming, Classroom Teacher Classroom Teacher Term (Partial) 10/20/21-6/30/23

ATTACHMENT 2

CURRICULUM VITAE

University of Idaho

NAME: Taylor Raney DATE: July 20, 2021

RANK OR TITLE: Director of Teacher Education, Associate Department Chair, Associate Professor of Curriculum

and Instruction

DEPARTMENT: Curriculum and Instruction

OFFICE LOCATION AND CAMPUS ZIP: OFFICE PHONE: (208) 885-1027

Education Building 507 FAX: (208) 885-6761

Mail Stop 3080 **EMAIL:** tcraney@uidaho.edu **WEB:** www.uidaho.edu/ed/ci/taylorraney

DATE OF FIRST EMPLOYMENT AT UI: June 21, 2015

DATE OF PRESENT RANK OR TITLE: June 21, 2015

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Ph.D. (2015) Northwest Nazarene University, Educational Leadership

Ed.S. (2013) Northwest Nazarene University, Educational Administration

M.Ed. (2012) Northwest Nazarene University, Curriculum and Instruction

M.Ed. (2006) Northwest Nazarene University, Educational Administration

B.S.Ed. (2002) University of Idaho, Secondary Education

Certificates and Licenses:

Idaho Standard Secondary Credential: English 6/12, French K/12, Humanities 6/12, Psychology 6/12 Idaho Standard Administrator: School Principal Pre-K/12, Superintendent

EXPERIENCE:

Teaching Appointments:

2015-Present Clinical Associate Professor, Department of Curriculum and Instruction, University of Idaho, Moscow, ID

2003-2008 Secondary Teacher, West Junior & Boise Senior High Schools, Boise School District, Boise, ID

Academic Administrative Appointments:

2018-Present Associate Chair, Department of Curriculum and Instruction, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID

2015-Present Director of Teacher Education, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID

2015-2020 Elementary Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID

2015-2020 Secondary Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID

2020-present Core Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID

2013-2015 Director of Teacher Certification, Idaho State Department of Education, Boise, ID

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2013-2015 Director of Professional Standards, Idaho State Department of Education, Boise, ID 2008-2013 Elementary School Principal, Caldwell School District, Caldwell

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:

Curriculum and Instruction

Educational Leadership

Courses Taught:

ED 250, College of Education, Health and Human Sciences Ambassadors: Spring 2019, Fall 2019, Spring 2020, Fall 2020, Spring 2021, Fall 2021

ED 602, Literature Review, Fall 2021

EDCI 201, Contexts of Education: Fall 2017, Fall 2018

EDCI 301, Learning, Development, and Assessment: Fall 2015, Fall 2016

EDCI 401, Internship Seminar: Fall 2019 (f2f sec. 01, online sec. 02, and virtual sec. 03), Fall 2020, Fall 2021

EDCI 402, Practicum: Elementary Methods, Fall 2021

EDCI 404, Special Topics, World Languages Teaching Methods, Spring 2021

EDCI 408, Integrated Methods Practicum 1: Fall 2020, Spring 2021, Fall 2021

EDCI 409, Integrated Methods Practicum II: Spring 2019

EDCI 437, Secondary Foreign Language Methods: Fall 2019

EDCI 447, Secondary Foreign Language Methods Practicum: Fall 2019

EDCI 499, DS Secondary Foreign Language Methods, Fall 2021

EDCI 501, Internship Seminar: Fall 2019 (online)

EDCI 598, Intern: Secondary Teaching, Fall 2019, Spring 2020, Fall 2020, Spring 2021, Fall 2021

EDCI 599, Non-thesis Master's Research: Spring 2018, Summer 2018, Spring 2021

EDCI 600, Doctoral Research and Dissertation: Summer 2021

EDAD 534, The Principalship: Summer 2016

EDAD 595, Administration and Supervision of Personnel: Summer 2016, Summer 2017, Summer 2020, Summer 2021

ISEM 301, Alcohol and Drug Prevention: Spring 2016, Fall 2016, Spring 2017, Fall 2017, Spring 2019

SCHOLARSHIP ACCOMPLISHMENTS:

Refereed/Adjudicated

Scholarship of Application

Raney, T., Dousay, T., Jensen, J. (2021). University of Idaho CAEP Rejoinder. University of Idaho. Moscow, ID.

Raney, T., Dousay, T., Jensen, J. (2020, October). University of Idaho State Accreditation Report. University of Idaho. Moscow, ID.

Raney, T., Dousay, T., Jensen, J. Hollingshead, A. (2020, April). University of Idaho CAEP Self-Study Report Addendum. University of Idaho. Moscow, ID.

Raney, T., Dousay, T., Campbell, D., Jensen, J. Carr-Chellman, A., Hollingshead, A. (2019, July). University of Idaho CAEP Self-Study Report. University of Idaho. Moscow, ID.

Scholarship in Discovery

Scheef, A. R., Hollingshead, A., **Raney, T.**, Malone, K., Goebel, E., & Hayes, J. (In Review). School personnel perceptions of video conference IEP meetings. *Journal of Special Education Technology*.

Carr, A.A., **Raney, T.**, Campbell, D. (2020, November). Gem state inequalities: Examining the recent history of Idaho public school funding through Kozol's Lens. *Journal of Education Finance*.

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Carr, A.A., **Raney, T.**, Campbell, D. (2019, September). Rural funding inequities: The case of Idaho's public schools. *Kappan Online*. (LINK)

Technical/Professional Reports:

- Raney, T. (2015, May). Mathematics teacher certification in Idaho. Idaho Math Education Collaborative. Boise, ID.
- Raney, T. (2015, January). Idaho tiered teacher licensure: Anticipated outcomes. Boise State University.
- Raney, T. (2014, December). Issues in teacher certification. Teacher Education Coordinating Committee. University of Idaho
- **Raney, T.** (2014, November). Tiered teacher licensure: What can the new teacher expect? Northwest Nazarene University.
- Raney, T. (2014, October). Tiered licensure: Expected outcomes and ramifications. Lewis-Clark State College.
- Raney, T., Clark, L., Kellerer, P., Gramer, R. (2014, August). Idaho Board of Education vision for tiered teacher licensure in Idaho. Idaho School Superintendents' Annual Conference. Boise, ID.
- Raney, T. (2014, July). Tiered teacher licensure: Other states' requirements and outcomes. Idaho State Board of Education.
- **Raney, T.** (2014, April). Educator ethics: What school administration and leadership should know and do to support student safety. University of Idaho Boise.

Accepted Refereed Presentations at International, National, Regional, State, and Local Conferences:

- Dousay, T., Darragh, J., Raney, T. (2021, June) Ready Preservice Teacher One: Creative solutions to virtual practicum experiences. P20 Conference: Learning by Doing, Twin Falls, ID.
- Darragh, J., Raney, T. (2020, April). Text-a-Teacher: Exploring Virtual Mentoring with First-Year Teachers. American Educational Research Association Annual Conference, San Francisco, CA. (Conference canceled)
- Raney, T. (2019, March). Active Learning in Static Classrooms. Active Learning Symposium. Center for Excellence in Teaching and Learning, Moscow, ID.
- Rickey, D., Raney, T., Pietryka, D., & DeGuire, D. (2019, January). Program Accreditation and Micro-Credentialing: Guided Discussions. Ted Andrews Winter Symposium, National Association of State Directors of Teacher Education and Certification, San Diego, CA.
- Raney, T., Sanchez, L., Lord, J., Neill, M., Snow, J., & Colon, L. (2018, June). The power of collaboration in the Idaho Coalition for Educator Preparation. National Association of State Directors of Teacher Education and Certification Conference, Minneapolis, MN.
- Raney, T., Snow, J., Sanchez, L., Kellerer, P., & VanMullem, H. (2017, February). EPP collaboration for continuous improvement across programs. American Association of Colleges of Teacher Education Annual Conference, Tampa, FL.
- **Raney, T.** (2017, November). Idaho core standards and preparing teachers for a diverse world. University of Idaho Tribal Summit; Education: University and Tribal Partnerships, Moscow, ID.
- Raney, T., Snow, J., Sanchez, L., & Linder, C. (2015, November). Elevating the profession: Toward a continuum of professional learning. Idaho School Boards Association Annual Convention, Coeur d'Alene, ID.
- Raney, T., Sanchez, L., & Kellerer, P. (2015, October). Impact on reading fluency of double-dosed tier-one instruction for struggling kindergarten students. Northern Rocky Mountain Educational Research Association Conference, Boise, ID.
- Raney, T. (2015, March). Educator ethics in a digital world. Idaho State Prevention Conference in Sun Valley, ID.

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- Raney, T. & Haas, S. (2014, August). Trends in educator ethics in Idaho. Idaho Association of School Administrators Summer Leadership Conference in Boise, ID.
- Losee, L., Wallace, J., **Raney, T.**, & Barzee, S. (2014, May). NTEP: Mapping our state's progress to transform educator preparation. 4th National Summit on Educator Effectiveness in San Antonio, TX. Kennedy, T., Sharrard, J., Serna, I., Johnston, H.,
- Kennedy, T., Raney, T., & Hammond, K. (2002, October). FLES K-6: Improving public awareness and support of elementary foreign language education programs. Idaho Association of Teachers of Language and Culture Annual Conference in Boise, ID.

Panels

Panel Moderator. (June 2021). Idaho Indian Education Summit, University of Idaho, Moscow, ID

Grants Awarded

Additional Investigator, *Vandal Experience Conference for High School Counselors*. (Principal Investigator: Erick Larson) Funded by the University of Idaho Vandal Ideas Project. 2021. \$15,000.

Senior Personnel. *Indigenous Knowledge for Effective Education Program (IKEEP*). (Principal Investigator: V. Anthony-Stevens). Funded by the U.S. Department of Education. 2018-2023. Award Notification # S299B180040. \$998,704.

Principal Investigator. *Network for Transforming Educator Preparation*. Funded by the Council of Chief State School Officers. 2013-2015. \$240,000.

SERVICE:

Committee Assignments:

University Level, Campus-wide

Chair, Teacher Education Coordinating Committee, 2015-present

Member, University Curriculum Committee, 2016-2019

Chair, University Curriculum Committee, AY 2018-19

Stand-in Member (for colleague sabbatical), University Curriculum Committee, Spring 2022

Member, Academic Strategic Steering Committee, 2018-present

Administrator Alternate, Dismissal Hearings Committee, 2018-2021

Faculty, Dismissal Hearings Committee, 2021-present

General Education Steering Committee, 2020-present

Member, President's Council on Diversity and Inclusion, 2020-present

College Level, Education, Health and Human Sciences

Member, Leadership Team, 2015-present

Member, Search Committee, Dean, 2015-16

Chair, Search Committee, Director of Student Services, 2015-16

Chair, Teacher Education Academic Appeals Committee, 2015-present

Co-Chair, ad hoc faculty promotion bylaw committee, 2017

Member, College Coordinating Committee, 2015-present

Member, Promotion and Tenure Committee, 2018-2019

Member, Teacher Career Fair Steering Committee, 2015-present

Member, Search Committee, Student Services Support Staff, 2018

Member, Search Committee, Student Services Coordinator, AY 2018-19

Member, Clinical Faculty Promotion Committee, AY 2018-20

Member, Search Committee, Student Services Coordinator, Fall 2021

Member, Search Committee, Administrative Assistant, AY 2021-22

Chair, Search Committee, Assessment and Accreditation Coordinator, Fall 2021

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Departmental Level

Agriculture and Extension Education (College of Agriculture and Life Sciences)

Member, Search Committee, Tenure Track Early Childhood Faculty, AY 2018-19

Member, Third Year Review Committee, Faculty Member, Agriculture Education, Spring 2019

Art & Design (College of Art and Architecture)

Member, Search Committee, Clinical Faculty Member, Art Education, AY 2018-19

Member, Third Year Review Committee, Clinical Faculty Member, Art Education, Spring 2022

Curriculum and Instruction (College of Education, Health and Human Sciences)

Member, Third Year Review Committee, Clinical Faculty Member, Spring 2016

Member, Search Committee, Tenure Track Special Education Faculty, 2016

Chair, Core and Elementary/Secondary Program Revision ad hoc Committee, 2015-2017

Member, IKEEP Advisory Board, 2016-present

Member, (Specific Faculty Member) Promotion Committee, Fall 2018

Member, Search Committee, Clinical Faculty Member, Elementary Teacher Education, 2020

Member, Search Committee, Tenure Track Faculty Member, Literacy Teacher Education, Spring 2021

Leadership and Counseling (College of Education, Health and Human Sciences)

Member, Search Committee, Clinical Faculty Member, Educational Leadership, Spring 2021

Lionel Hampton School of Music (College of Letters, Arts, and Social Sciences)

Ex Officio Member, Educational Leadership Accreditation Committee, Summer 2019-present Member, (Specific Faculty Member) Clinical Faculty Third Year Review Committee, Fall 2019

Movement Sciences (College of Education, Health and Human Sciences)

Member, (Specific Faculty Member) Clinical Faculty Promotion Committee, Fall 2019

Member, Search Committee, Tenure Track Faculty Member, Physical Education, Spring 2021

Professional and Scholarly Organizations:

National Association of State Directors of Teacher Education and Certification, 2013-2018

Idaho Association of School Administrators, 2008-2019

Idaho School Superintendents' Association, 2013-2019

Phi Delta Kappa International, 2019-present

Intramural Service:

Faculty Advisor, Student National Education Association, 2020-present

Media Outreach Faculty Expert, Education Issues, University of Idaho, 2016-present

Faculty Advisor, Pi Kappa Alpha fraternity, University of Idaho, 2019-present

Faculty Advisor, Men's Lacrosse Club, University of Idaho, 2020-present

Outreach Service:

Council for the Accreditation of Educator Preparation Reviewer, 2016-present

National Association of State Directors of Teacher Education and Certification Professional Development Committee, 2016 – 2019

Professional Evaluation Review Committee (Idaho Department of Education), 2015

Idaho Coalition for Educator Preparation, 2013-present

Chair, 2016-2018

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Idaho Association of Colleges of Teacher Education, 2013-present

-President, Fall 2020-present

Regions I and II Idaho School Superintendents' Association University of Idaho Liaison, 2015-present Idaho Rural Schools Collaborative, 2015-present

Idaho Professional Standards Commission, Elementary Principal Representative, 2011-2013

Idaho Professional Standards Commission, Higher Education Representative, 2016-2019

Inclusive Education Task Force, Idaho Council on Developmental Disabilities, 2014-2017

Elementary Standards Review, Professional Standards Commission, January 2015

Core Standards Review, Professional Standards Commission, November 2016

CAEP Accreditation Team, Midwestern State University, 2017 – 2018

Member, Search Committee, Moscow School District, Moscow Middle School Principal, Spring 2017

Equitable Access to Excellent Educators, Idaho State Department of Education, 2019-present

Member, Curriculum Selection Committee, Idaho State Department of Education, 2018-present

Member, State Accreditation Review Team, Teach for America, Idaho, Fall 2019

Teaching, Learning, and Assessment Committee, Moscow School District, Idaho, Summer 2020-present

CAEP Accreditation Team, University of Portland, 2019 – 2020

CAEP Accreditation Team, Universidad Ana Ge Mendez-Recinto de Carolina, Puerto Rico, 2021

Idaho Indian Education Committee, 2021-present

Graduate Committees:

Northwest Nazarene University – Doctor of Philosophy

Harris, Dana

Hicks, Serena

Keller, Sheree

McMillan, Kendra

McPherson, Peter

O'Day, Mollee

Ziegler, Scott

 ${\it University~of~Idaho-Doctor~of~Philososphy}$

Natividad de Conley, Gloria (chair)

Community Service:

Board of Directors: Family Advocates of Idaho, 2013-2015

Editorial Board: Idaho Press Tribune, 2012

Historical Preservation Commission of Moscow, 2016-2017

Honors, Awards, Recognitions:

Alumni Award for Excellence Inspirational Mentor, University of Idaho, 2020

Accomplished Under 40, Idaho Business Review, 2014

Non-credit Classes, Workshops, Seminars, Invited Lectures, etc.:

Guest lecturer: MUST 382: "Music Teaching and Administration." Moscow, ID, 30 January 2020.

Guest lecturer: EDCI 401: "Internship Seminar" each semester 2017-present

PROFESSIONAL DEVELOPMENT:

Scholarship:

2018, April: American Educational Research Association, New York, NY.

2018, March: American Association of Colleges of Teacher Education Conference, Baltimore, MD.

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ATTACHMENT 2

2015, October. Northern Rocky Mountain Educational Research Association Conference. Boise, ID.

Advising:

2015, September. University of Idaho 12th Annual Advising Symposium. Moscow, ID.

Administration/Management:

- 2019, March: Council for the Accreditation of Educator Preparation Spring Conference, Denver, CO.
- 2019, January: National Association of State Directors of Teacher Education and Certification Winter Symposium, San Diego, CA.
- 2018, July: American Council on Education Leadership Academy, Alexandria, VA.
- 2018, January: Ted Andrews NASDTEC Winter Symposium, San Diego, CA.
- 2017, September: Council for the Accreditation of Educator Preparation Fall Conf., Washington, D.C.
- 2017, June: Annual Convention: National Association of State Directors of Teacher Education and Certification. New Orleans, LA.
- 2017, March: American Association of Colleges of Teacher Education Conference, Tampa, FL.
- 2017, January: Ted Andrews NASDTEC Winter Symposium, San Diego, CA.
- 2016, October: Council for the Accreditation of Educator Preparation Fall Conference, Washington, D.C.
- 2016, June: Annual Convention, National Association of State Directors of Teacher Education and Certification. Philadelphia, PA.
- 2016, February: Ted Andrews NASDTEC Winter Symposium. San Diego, CA.
- 2015, November: Idaho School Boards Association Annual Convention. Coeur d'Alene, ID.
- 2015, June: Annual Convention, National Association of State Directors of Teacher Education and Certification. Atlanta, GA.
- 2015, May: State Consortium on Educator Effectiveness. Atlanta, GA.
- 2015, April: Network for Transforming Educator Preparation. Durham, NC.
- 2015, February: Ted Andrews NASDTEC Winter Symposium. San Diego, CA.
- 2014, June: Network for Transforming Educator Preparation. San Francisco, CA.
- 2014, June: *Annual Convention*, National Association of State Directors of Teacher Education and Certification. Kansas City, MO.
- 2014, May: State Consortium on Educator Effectiveness. San Antonio, TX.
- 2014, April: *Developing Student Learning Objectives Summit,* National Education Association. Minneapolis, MN.
- 2014, February: Ted Andrews NASDTEC Winter Symposium. San Diego, CA.
- 2014, January: Network for Transforming Educator Preparation. Atlanta, GA.

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20, 2022 ATTACHMENT 3

CONSENT APRIL 20, 2022 CURRICULUM VITAE

University of Idaho

NAME: Tonia A. Dousay

DATE: 01.10.2022

RANK OR TITLE: Associate Professor; Associate Dean

DEPARTMENT: Curriculum & Instruction; College of Education, Health & Human Sciences

OFFICE LOCATION AND CAMPUS ZIP: ED 505, MS 3080 OFFICE PHONE: 208.885.5724

EMAIL: tonia@uidaho.edu

WEB: http://learninginterest.com/

DATE OF FIRST EMPLOYMENT AT UI: August 2017

DATE OF TENURE: August 2019

DATE OF PRESENT RANK OR TITLE: August 2019; March 2020

EDUCATION BEYOND HIGH SCHOOL

Degrees

Ph.D., 2013, Learning, Design, & Technology, University of Georgia, Athens, GA

M.S., 2000, Agricultural Education, Texas A&M University, College Station, TX

B.S., 1999, Agricultural Science, Texas A&M University, College Station, TX

Certificates and Licenses

Google Certified Educator Level 1, Level 2; 2021

Google for Education Certified Trainer; 2018

Google Certified Trainer Skills; 2017

Apple Teacher; 2017

Google for Education Certified Innovator; 2014

Texas Educator Certificate, Vocational Agriculture Production (Grades 6-12); 1999

EXPERIENCE

Teaching, Extension and Research Appointments:

Associate Professor of Learning Sciences; University of Idaho; Department of Curriculum & Instruction; Moscow, ID: 2019 – Present

Assistant Professor of Learning Sciences; University of Idaho; Department of Curriculum & Instruction; Moscow, ID: 2017 – 2019

Adjunct Instructor; Abilene Christian University; School of Educational Leadership; Dallas, TX; Summer 2017, 2018, 2020

Assistant Professor of Learning, Design, & Technology; University of Wyoming; School of Counseling, Leadership, Advocacy, and Design; Laramie, WY: 2013 – 2017

Adjunct Instructor; James Madison University; Learning, Technology & Leadership Education Department; Harrisonburg, VA: 2012 – 2013

Instructor; Blinn College; Applied Business Program; Bryan, TX: 2009 – 2009

Academic Administrative Appointments:

Associate Dean of Assessment and Accreditation, University of Idaho College of Education, Health & Human Sciences; Moscow, ID 2020 – Present

Non-Academic Employment including Armed Forces

eLearning Manager, Texas A&M Engineering Extension Service; College Station, TX: 2006 - 2009

Instructional Design Specialist, Texas A&M Engineering Extension Service; Engineering, Utilities, & Public Works Training Institute; College Station, TX: 2001 – 2006

Consulting

Instructional Design Consultant, MoWerks Learning; Athens, GA: 2010 – 2013

TEACHING ACCOMPLISHMENTS:

Areas of Specialization: Learning Sciences; Learning, Instructional Design & Technology; STEM/STEAM Education; Curriculum and Instruction

Courses Taught

University of	<u>Idaho</u>
EDCI 201	Contexts of Learning (Spring 2018, Spring 2020), F2F; ERT ¹
EDCI 301	Learning, Development, & Assessment (Summer 2018, Summer 2019, Summer 2020, Summer 2021), <i>Online</i>
EDCI 329	Elementary Science Methods (Spring 2020), F2F; ERT ¹
EDCI 433	Secondary Science Methods (Fall 2017, Fall 2018, Fall 2020, Fall 2021), Hybrid/Hyflex
EDCI 443	Secondary Science Methods Practicum (Fall 2018, Fall 2019, Fall 2020, Fall 2021), Hybrid
EDCI 404/50	4 Special Topics: Curriculum Development for Diverse Learners (Spring 2019), Online
EDCI 404	Special Topics: Google Bootcamp (Summer 2020), Online
EDCI 404	Special Topics: Science Education Methods (Fall 2019), Hybrid
EDCI 499	Directed Study: Social Studies Education & Educational Technology (Spring 2020), <i>1</i> credit
EDCI 499	Directed Study: Emerging & Advanced Educational Technology (Spring 2021), 1 credit
EDCI 499	Directed Study: Learner Experience & Designing Learning Games (Spring 2022), 3 credits
EDCI 502	Directed Study: Eat Your Science (Spring 2022), 2 credits
EDCI 505	Professional Development: Transitioning to Google Workspace Edu for Administrators (Fall 2021), <i>3 credits</i>
EDCI 590	Computer Science Methods (Summer 2019), Hybrid
EDCI 591	Computer Science Practicum (Summer 2019), Hybrid
ED 573	Action Research (Spring 2018, Spring 2019), Hybrid
ED 595	Survey Design for Social Science Research (Summer 2021), Online
ED 604	Special Topics: Doctoral Seminar (Spring 2021), Hybrid
ED 614	EHHS Doctoral Seminar (Spring 2022), Hybrid

¹ ERT – Emergency Remote Teaching

Abilene Christian University

EDUO 678 Instructional Design and Technology (Summer 2017, Summer 2018, Summer 2020),

Online

University of Wyoming

ITEC 1101	First Year Seminar: Making, Hacking, & Tinkering: Creating in the Modern World (Fall 2016), <i>F2F</i>
ITEC 1101	First Year Seminar: Taking Control of Your Digital Image (Summer 2016, Summer 2017), <i>Online</i>
ITEC 2360	Teaching with Technology (Fall 2013-Spring 2017), F2F
ITEC 4340	Integrating Technology in Teaching (Summer 2013, Summer 2016), Online
ITEC 5120	Media Workshop in Digital Imaging (Summer 2015), Online
ITEC 5120	Media Workshop in P12 Grant Writing (Summer 2014), Online
ITEC 5160	Introduction to Instructional Design (Fall 2013), Online
ITEC 5320	Message Design (Spring 2015, Spring 2016, Spring 2017), Online
ITEC 5350	Multimedia Development (Spring 2014, Spring 2015, Spring 2016, Spring 2017), Online
ITEC 5870	Seminar on Message Design (Spring 2014), Online
PRST 5610	Introduction to Doctoral Studies (Fall 2015, Fall 2016), Hybrid

James Madison University

LTLE 150	Information in Contemporary Society (Spring 2013), Online
LTLE 370	Instructional Technology (Fall 2012, Spring 2013), Online

University of Georgia

EDIT 9990	Information Design (Spring 2012; Co-Instructor), <i>Hybrid</i>
EDIT 7550	Managing Instructional Technology Projects (Summer 2012; Co-Instructor), Online
EDIT 2000	Introduction to Computers for Teachers (Spring 2011), F2F

Blinn College

BMGT 2305 Business Communications (Spring 2009), F2F

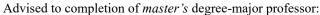
Students Advised

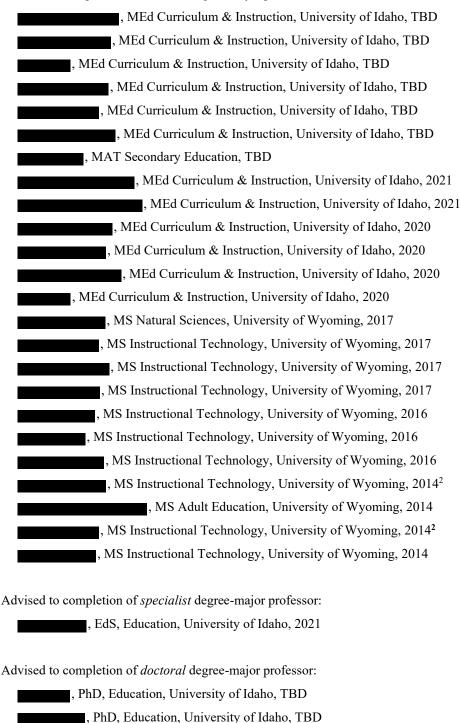
Undergraduate Students

Charificadate Stadents
2021-2022 – 11 students
2020-2021 - 8 students
2019-2020 - 13 students
2018-2019 – 14 students
2017-2018 – 1 student
2016-2017 - 17 students
2015-2016 – 26 students

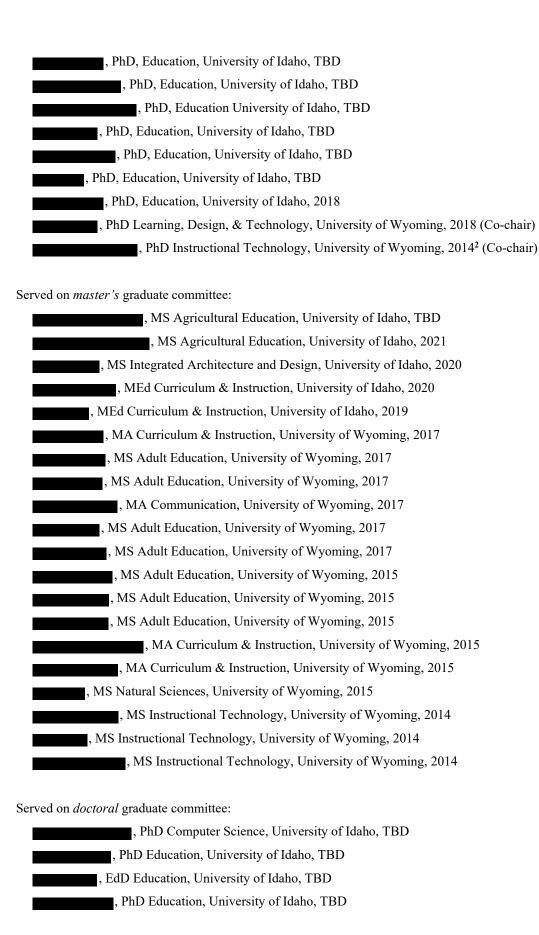
2014-2015 - 17 students 2013-2014 - 8 students

Graduate Students





² Submitted for publication with student





Materials Developed

- Dousay, T. A. (2020). *Overview of G Suite for Education*. OER Teacher Professional Development. https://docs.google.com/document/d/1mmESUTn52BpqgPoCtu7xZStkvBImkWdumSOXMnWCPi4/edit?usp=sharing
- Dousay, T. A. (2020). *Paperless classrooms*. OER Teacher Professional Development. https://docs.google.com/document/d/1qoJquOwzg31PZIkR-3C485iZ7LmcZd4iK1ADHvhZ1QI/edit?usp=sharing
- Dousay, T. A. (2020). *Bringing learning online*. OER Teacher Professional Development. https://docs.google.com/document/d/1FZWjv962kI6KnIFk4Cf0P IRuB1UMBo8sbQmwSJryc/edit?usp=sharing
- Dousay, T. A. (2020). *Creating a distance learning plan*. OER Teacher Professional Development. https://drive.google.com/open?id=19tZoqwGcYCr19dNC4erV16teByzVaWR5QJjGN8ZEQL4
- Dousay, T. A. (2020). *Designing a digital breakout activity*. OER Teacher Professional Development. https://drive.google.com/open?id=1IzepJoS8uVYWynhBnr2HGtt87hH8wvb33ydLUwBA2Zg
- Dousay, T. A. (2020). Designing a digital lesson with video & a digital whiteboard. OER Teacher Professional Development. https://drive.google.com/open?id=15qvAGBeQrwm97hjrKF5qPKN2GvjLKuZJLLisAFomrXI
- Dousay, T. A. (2020). *Structuring synchronous activities*. OER Teacher Professional Development. https://drive.google.com/open?id=1a3bNxo6ryCtmtd3EaTlIRwsadWngT7wK7CYzALieMig
- Dousay, T. A. (2020). *UDL & distance learning*. OER Teacher Professional Development. https://drive.google.com/open?id=1SWZXD_jQzZACHPhfwiky-iwmy5HLo9MP33M_HAHf6IU
- Dousay, T. A. (2016). *Using Camtasia and segmented videos to foster student autonomy and engagement in an online course*. YouTube Tutorials. https://www.youtube.com/watch?v=rGUAhxpMa8A
- Dousay, T. A. (2016). *Fun with PiZap*. YouTube Tutorials. https://www.youtube.com/watch?v=VyfN8VW8kLE
- Dousay, T. A. (2015). *Using Tweetdeck to follow & participate in an #edchat*. YouTube Tutorials. https://www.youtube.com/watch?v=3C1fCRikRmk

³ Invited external committee member for field expertise

- Dousay, T. A. (2014). *How to use University Libraries to find peer-reviewed journal articles*. YouTube Tutorials. https://www.youtube.com/watch?v=WIcs4uZDCs8
- Dousay, T. A. (2013). *Turning photo & video grid on and off in iOS7*. YouTube Tutorials. https://www.youtube.com/watch?v=pbSd1GD6yxY
- Dousay, T. A. (2012). *Configuring JMU Educ in Dreamweaver CS6*. YouTube Tutorials. https://www.youtube.com/watch?v=zMvtxYZ5OgA
- Dousay, T. A. (2012). *Creating a composite in Photoshop CS6*. YouTube Tutorials. https://www.youtube.com/watch?v=AXfq3ya0Wgg
- Dousay, T. A. (2012). *Creating a root folder structure*. YouTube Tutorials. https://www.youtube.com/watch?v=MKQOD8DI0fA
- Dousay, T. A. (2012). *Laying out a website in Photoshop CS6*. YouTube Tutorials. https://www.youtube.com/watch?v=fpXwfcydOYE
- Dousay, T. A. (2012). *Postcards from college*. Collaborative Examples. https://www.youtube.com/watch?v=q2IzoJksQgQ
- Dousay, T. A. (2012). *Publishing and uploading video projects*. YouTube Tutorials. https://www.youtube.com/watch?v=N05PuBiTguo
- Dousay, T. A. (2012). *Setting Photoshop CS6 preferences*. YouTube Tutorials. https://www.youtube.com/watch?v=zN4 maNK-1I
- Dousay, T. A. (2012). *Slicing an image in Photoshop CS6*. YouTube Tutorials. https://www.youtube.com/watch?v=2AOOhnVWhuM
- Dousay, T. A. (2012). *Using Dreamweaver CS6 to edit a sliced file*. YouTube Tutorials. https://www.youtube.com/watch?v=Bvl-YJxFSF4

Courses Developed

University of Idaho

ED 573	Action Research
ED 595	Survey Design for Social Science Research
ED 614	Doctoral Seminar ⁴
EDCI 433	Secondary Science Methods
EDCI 404/504	ST: Curriculum Development for Diverse Learners
EDCI 404	ST: Google Bootcamp
EDCI 404	ST: Science Education Methods
EDCI 499	DS: Educational Technology Product Evaluation
EDCI 499	DS: Social Studies Education and Technology Integration
EDCI 499	DS: Social Studies Education & Educational Technology
EDCI 499	DS: Emerging & Advanced Educational Technology
EDCI 499	DS: Learner Experience & Designing Learning Games
EDCI 502	DS: Eat Your Science
EDCI 505	PD: Transitioning to Google Workspace Edu for Administrators

⁴ Co-designed with Dr. Ann F. Brown

University of Wyoming

ITEC 1101	First Year Seminar: Making, Hacking, & Tinkering: Creating in the Modern World
ITEC 1101	First Year Seminar: Taking Control of Your Digital Image ⁵
ITEC 2360	Teaching with Technology
ITEC 4340	Integrating Technology in Teaching
ITEC 5120	Media Workshop in Digital Imaging
ITEC 5120	Media Workshop in P12 Grant Writing
ITEC 5320	Message Design
ITEC 5350	Multimedia Development
PRST 5610	Introduction to Doctoral Studies

James Madison University

LTLE 150 Information in Contemporary Society

Blinn College

BMGT 2305 Business Communications

Non-credit Classes, Workshops, Demonstrations, Seminars, Invited Lectures, etc.

Notes, Plenaries, & Talks

- Boada, D., Dousay, T. A., Bikowski, D., Wesley, L., & Olesova, L. (2021, July). TESOL ELevate Coffee Chat: Instructional design. TESOL International Association. Virtual
- Dousay, T. A. (2020, August). *Managing chaotic orbits: Enhancing your academic workload with proven project management strategies [Plenary]*. National Astronomy Teaching Summit. Long Beach, CA (Conference canceled)
- Dousay, T. A. (2018, November). Fostering a culture of innovation [Keynote]. Wyoming Innovations in Learning Conference. Evanston, WY
- Dousay, T. A. (2018, October). *Curiosity, makerspaces, & innovation [Invited talk]*. Northern Illinois University Graduate Student Colloquium. DeKalb, IL
- Dousay, T. A. (2016, November). *Learn something new every day [Capnote]*. Wyoming Extension Professional Improvement Conference (EPIC). Evanston, WY
- Dousay, T. A. (2008, October). *eLearning development [Plenary]*. Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) Training Coordinator's Conference. Corpus Christi, TX

⁵ Co-designed with Dr. Craig E. Shepherd

K12 Camps/Workshops

- Davis, M. A., Dousay, T. A., & Zhu, Y. (2019, January). *Robotics for elementary students [Interactive demonstration]*. 6th Annual STEM Matters! at the Capitol. Boise, ID
- Dousay, T. A. (2018, May). Cardboard pinball wizard (4th grade) [Workshop]. University of Wyoming Library Innovation Center. Laramie, WY
- Dousay, T. A. (2017, June). *Be a bridge architect (6th-8th grade) [Summer camp]*. Knowledge Enrichment for Youth (KEY) Camp. Casper, WY
- Dousay, T. A. (2017, June). Robot visions (6th-8th grade) [Summer camp]. Knowledge Enrichment for Youth (KEY) Camp. Casper, WY
- Dousay, T. A. (2016, June). Full STEAM Ahead: Painting with programming [Interactive demonstration]. 2nd Annual National Maker Faire. Washington, DC
- Shepherd, C. E., Smith, Shannon, & Dousay, T. A. (2016, May). *Painting with programming [Interactive demonstration]*. Women in STEM Conference. Laramie, WY
- Dousay, T. A. (2015, October). Skulls & [cross]bones with WyoMakers [Interactive demonstration]. NoCo Mini Maker Faire. Loveland, CO
- Dousay, T. A. (2015, June). *A heritage of making comics [Interactive demonstration]*. 1st Annual National Maker Faire. Washington, DC
- Dousay, T. A., & Smith, S. (2014, November). *Grant seeking & writing for P12 teachers [Workshop]*. Association for Educational Communications & Technology Annual Convention. Jacksonville, FL

Teacher Professional Development

- Dousay, T. A. (2019, August). Warming up with add-ons & extensions for Google apps [Public workshop]. Boundary County School District 101. Bonners Ferry, ID
- Dousay, T. A. (2019, August). *Google Classroom bootcamp [Inservice workshop]*. State of Idaho Career & Technical Education REACH Conference. Boise, ID
- Dousay, T. A. (2019, August). Google + OER for workforce education [Public workshop]. State of Idaho Career & Technical Education REACH Conference. Boise, ID
- Dousay, T. A. (2019, August). *Getting started with Google essentials [Public workshop]*. State of Idaho Career & Technical Education REACH Conference. Boise, ID
- Dousay, T. A. (2018, December). *Google fundamentals for certification [Public workshop]*. Idaho Transforming Teaching & Learning Conference. Coeur d'Alene, ID
- Dousay, T. A. (2018, December). *Google Classroom meets OER [Public workshop]*. Idaho Transforming Teaching & Learning Conference. Coeur d'Alene, ID
- Dousay, T. A. (2018, November). *Google fundamentals for certification [Public workshop]*. Idaho Transforming Teaching & Learning Conference. Lewiston, ID
- Dousay, T. A. (2018, November). *Google Classroom meets OER [Public workshop]*. Idaho Transforming Teaching & Learning Conference. Lewiston, ID
- Dousay, T. A. (2018, October). *Google fundamentals for certification [Public workshop]*. Idaho Transforming Teaching & Learning Conference. Twin Falls, ID
- Dousay, T. A. (2018, October). *Google Classroom meets OER [Public workshop]*. Idaho Transforming Teaching & Learning Conference. Twin Falls, ID
- Dousay, T. A. (2018, June). *Integrating Sphero for STEAM learning [Workshop strand.* Idaho STEM Action Center i-STEM Summer Institute. Nampa, ID
- Dousay, T. A. (2018, February). Collaborating & curating your way to OER in the classroom [Public workshop]. UI Doceo Center Open Education Roadshow. Moscow, ID

- Dousay, T. A. (2018, February). *Incorporating the use of OER into Google Classroom [Public workshop]*. UI Doceo Center Open Education Roadshow. Moscow, ID
- Dousay, T. A. (2018, February). Collaborating & curating your way to OER in the classroom [Public workshop]. UI Doceo Center Open Education Roadshow. Moscow, ID
- Hall, C. S., & Dousay, T. A. (2018, January). *Implementing artificial intelligence (AI) in the classroom [Inservice workshop]*. Mullan School District #392. Mullan, ID
- Hall, C. S., Dousay, T. A., & Shawon, F. (2017, September). Osmo & augmented reality (AR) to support elementary STEM learning [Inservice workshop]. Clearwater Valley Elementary School. Kooskia, ID
- Dousay, T. A. (2017, May). A beginner's guide to 3D printing in the classroom [Public workshop]. Wyoming Technology-Engagement-Curriculum Connection (WyTECC) Annual Conference. Green River, WY
- O'Donnell, J., & Dousay, T. A. (2017, May). Build Your Own PD (BYOPD) [Public workshop]. Wyoming Technology-Engagement-Curriculum Connection (WyTECC) Annual Conference. Green River, WY
- Dousay, T. A. (2016, June). *Go paperless (relatively) painless [Google Playground]*. International Society for Technology in Education 2016 Conference and Expo. Denver, CO
- Dousay, T. A. (2016, June). Creating comics with Google Slides & Drawings [Public workshop]. EdTechTeam Wyoming Summit Featuring Google for Education. Riverton, WY
- Dousay, T. A. (2016, June). *Herding cats with Google Apps [Public workshop]*. EdTechTeam Wyoming Summit Featuring Google for Education. Riverton, WY
- Dousay, T. A. (2016, May). Cardboard arcade: Level up with STEM [Public workshop]. Wyoming Technology-Engagement-Curriculum Connection (WyTECC) Annual Conference. Green River, WY
- Dousay, T. A. (2016, February). *Technology enhanced active learning strategies [Public workshop]*. 1st Annual Wyoming K16 All Sciences Summit. Casper, WY
- Dousay, T. A. (2015, October). From the Avengers to Zod: Unmasking comics and multiliteracies in the classroom [Public workshop]. University of Wyoming Literacy Education Conference. Laramie, WY
- Dousay, T. A., Hamilton, A. J., & Brooks, A. (2015, May). *Brining the maker movement to your classroom* [*Presentation*]. Google Edu On Air 2015 Conference. https://educationonair.withgoogle.com/live/2015-may/day2/td005
- Dousay, T. A., & O'Donnell, J. (2015, May). Your superhero sidekicks: Google add-ons & extensions [Public workshop]. Wyoming Technology-Engagement-Curriculum Connection (WyTECC) Annual Conference. Rock Springs, WY

Faculty/Graduate Student Professional Development

- Dousay, T. A. (2021, November). Researching learner motivations with design-based research. Texas A&M University Department of Agricultural Leadership, Education, and Communications Doctoral Seminar. College Station, TX (Virtual)
- Dousay, T. A. (2020, August). Engagement tools & strategies for the virtual and traditional classroom [Invited workshop]. Casper College Digital Learning Center. Casper, WY (Event canceled)
- Dousay, T. A. (2020, August). Assessing and evaluating learning outside of the box [Invited workshop]. Casper College Digital Learning Center. Casper, WY (Event canceled)
- Dousay, T. A. (2020, August). Going the distance: Getting started with and enhancing online teaching practices [Invited workshop]. National Astronomy Teaching Summit. Long Beach, CA (Conference canceled)

- Dousay, T. A. (2019, August). *Online practices and pedagogy [Invited workshop]*. Casper College Digital Learning Center. Casper, WY
- Dousay, T. A. (2019, August). *Innovations in education [Invited workshop]*. Casper College Digital Learning Center. Casper, WY
- Hall, C. S., & Dousay, T. A. (2019, April). Artificial intelligence & emerging technology for the 21st century classroom [Invited lecture].
- Dousay, T. A. (2018, March). *Mistaking disenchantment for truth: How do we measure learner engagement? [Webinar]*. Association of Educational Communications and Technology [Learner Engagement SIG]. https://vimeo.com/album/3316648/video/263342111
- Krutka, D. G., Gleason, B., Dousay, T. A., Carpenter, J. P., & Greenhalgh, S. P. (2018, February). Social media in education [Webinar]. Society for Information Technology & Teacher Education. https://www.learntechlib.org/view/182352/
- Dousay, T. A., Walker, B., Cates, W., & Murtaugh, M. C. (2017, November). Everything you ever wanted to know about the mentoring relationship* (*but were afraid to ask) [Workshop]. Association for Educational Communications & Technology Annual Convention. Jacksonville, FL
- Dousay, T. A. (2017, February). Assessing learning through backward design [Invited workshop]. University of Wyoming Ellbogen Center for Teaching and Learning. Laramie, WY
- Dousay, T. A. (2016, October). Create your own interactive instructional videos with Camtasia & YouTube [Workshop]. Association for Educational Communications & Technology Annual Convention. Las Vegas, NV
- Dousay, T. A. (2016, September). *Going Google-y [Invited workshop]*. University of Wyoming Ellbogen Center for Teaching and Learning TNT Lunchbox Series. Laramie, WY
- Dousay, T. A. (2015, April). *Using social media in the classroom [Panel]*. University of Wyoming Ellbogen Center for Teaching and Learning. Laramie, WY
- Dousay, T. A. (2015, March). *Ideas for incorporating technology in the classroom [Panel]*. University of Wyoming Ellbogen Center for Teaching and Learning. Laramie, WY
- Dousay, T. A. (2015, April). *Using Camtasia and segmented videos to foster student autonomy and engagement in an online course [Invited workshop]*. University of Wyoming Ellbogen Center for Teaching and Learning. Laramie, WY

<u>Industry Professional Development</u>

- Dousay, T. A. (2020, September). *Inclusive virtual workflows and partnerships [Invited virtual presentation]*. Federal Executive Board. Chicago, IL
- Dousay, T. A. (2020, August). *Teaching and creating with technology for public safety [Invited workshop]*. State of Oregon Department of Public Safety Standards and Training. Salem, OR (Event canceled)
- Dousay, T. A. (2020, July). *Inclusive virtual meetings [Invited virtual presentation]*. Federal Executive Board. Chicago, IL
- Maddrell, J., & Dousay, T. A. (2018, May). *Design in the open [Webinar]*. e/Merge Africa. https://emergeafrica.net/17-may-design-in-the-open/
- Branch, R. M., & Dousay, T. A. (2017, January). Survey of instructional design models [Webinar]. e/Merge Africa. https://emergeafrica.net/30-january-3-february-survey-of-instructional-design-id-models-seminar/
- Dousay, T. A. (2016, December). *Teaching & creating with technology [Invited workshop]*. Standard Field Sobriety Test (SFST) Instructor Update/LEAD Impairment Training. Lakewood, CO

- Anderlee, J. S., & Dousay, T. A. (2016, August). *Teaching with technology: Leveraging classroom technology to engage leaners [Invited workshop]*. 22nd Annual Training Conference on Drugs, Alcohol and Impaired Driving. Denver, CO
- Branch, R. M., Dousay, T. A., Walker, B., Valentine, K., & Gay, M. (2011, September). *A high fidelity instructional strategy [Workshop]*. Meeting of AoB AcademE of Botswana. Gaborone, Botswana
- Dousay, T. A. (2009, February). *Aligning objectives with engaging activities (eBlooms) [Workshop]*. E-Learning Council and State of Texas DIR Webinar Series. Austin, TX
- Dousay, T. A. (2009, February). *Engaging the online learner [Webinar]*. E-Learning Council and State of Texas DIR E-Learning Forum. Austin, TX
- Dousay, T. A. (2009, February). *eLearning in the 21st century [Webinar]*. E-Learning Council and State of Texas DIR E-Learning Forum. Austin, TX

Public Outreach

- Donaldson, A., Dousay, T. A., & Carr-Chellman, A. A. (2020, May). Women's voices in the field of educational technology panel [Webinar]. Near East University Societal Research and Development Center. Nicosia, Turkey
- Dousay, T. A. (2020, April). 5 minutes on K-12 online learning with Tonia Dousay [Vodcast special guest]. Michael Barbour's 5 Minutes On K-12 Online Learning With... https://virtualschooling.wordpress.com/5-minutes-on-k-12-online-learning-with/
- El-Mallah, S., & Dousay, T. A. (2020, March). Encouraging faculty adoption of virtual reality tools in engineering education [Podcast special guest]. Immersive Learning Research Network's "The Versatilist," Episode 85. https://www.podomatic.com/podcasts/versatilist/episodes/2020-03-08T15 45 17-07 00
- Dousay, T. A. (2020, January). Bias, the gender pay gap, and other challenges in education with Tonia Dousay [Podcast special guest]. SchuBro's Unfiltered, Episode. https://zero-gravity-media.com/2020/01/12/sbu6-special-guest-dr-tonia-dousay/
- Dousay, T. A. (2019, January). *Teaching Digital Footprints with Tonia Dousay [Podcast special guest]*. Visions of Education, Episode 103. https://soundcloud.com/visionsofed/episode-103-teaching-digital-footprints-with-tonia-dousay
- Dousay, T. A. (2017, October). Be a maker educator [Concurrent presentation]. 2017 Global Maker Day.
- Dousay, T. A. (2015, March). *Teaching with robots: Math and science [Invited lecture]*. University of Wyoming SaturdayU. Jackson, WY

Honors and Awards

2020	Alumni Award for Excellence Inspirational Mentor, University of Idaho Alumni Association
2015	Information Age Publishers (IAP) - Distance Education Best Practices Award, Association for Educational Communications & Technology (AECT)
2013	Multimedia Production Graduate Student Immersive Learning Award, Association for Educational Communications & Technology (AECT)
2013	Information Age Publishers (IAP) - Distance Education Best Practices Award, Association for Educational Communications & Technology (AECT)

SCHOLARSHIP ACCOMPLISHMENTS

Publications, Exhibitions, Performances, Recitals

Refereed/Adjudicated

Journal Articles

- Dousay, T. A. (2021). Judgment day: Activating computational thinking activities with popular culture. *Revista de Educación a Distancia (RED)*, 21(68), 1–15. https://doi.org/http://dx.doi.org/10.6018/red.485621
- Rader, E., Love, R., Reano, D., Dousay, T. A., & Wingerter, N. (2021). Pandemic Minecrafting: An analysis of the perceptions of and lessons llearned from a gamified virtual geology field camp. *Geoscience Communication*, 4, 475–492. https://doi.org/10.5194/gc-4-475-2021
- Houlden, S., Hodson, J., Veletsianos, G., Gosse, C., Lowenthal, P., Dousay, T., & Hall, N. C. (2021). Support for scholars coping with online harassment: An ecological framework. *Feminist Media Studies*. https://doi.org/10.1080/14680777.2021.1883086
- Gosse, C., Veletsianos, G., Hodson, J., Houlden, S., Dousay, T. A., Lowenthal, P. R., & Hall, N. (2021). The hidden costs of connectivity: nature and effects of scholars' online harassment. *Learning, Media and Technology*, 46(3), 264–280. https://doi.org/10.1080/17439884.2021.1878218
- Janak, E., & Dousay, T. (2020). Ben Henneke and college by radio: Expanding midcentury educational opportunity at the University of Tulsa. *Journal of American Culture*, 43(4), 312–323. https://doi.org/10.1111/jacc.13204
- Carpenter, J. P., Rosenberg, J. M., Dousay, T. A., Romero-Hall, E., Trust, T., Kessler, A., Phillips, M., Morrison, S. A., Fischer, C., & Krutka, D. G. (2020). What should teacher educators know about technology? Perspectives and self-assessments. *Teaching and Teacher Education*, 95. https://doi.org/10.1016/j.tate.2020.103124
- Barrett, S. F., Dousay, T. A., Kerr, T. J., Schmidt, L., Gellis, B. S., & Ballard, J. (2019). Library and Student Innovation Center: Makerspace! *Computers in Education Journal*, 10(2), 1–12.
- Dousay, T. A., & Weible, J. L. (2019). Build-A-Bug workshop: Designing a learning experience with emerging technology to foster creativity. *TechTrends*, 63(1), 41–52. https://doi.org/10.1007/s11528-018-0364-8
- Dousay, T. A., & Trujillo, N. P. (2019). An examination of gender and situational interest in multimedia learning environments. *British Journal of Educational Technology*, *50*(2), 876–887. https://doi.org/10.1111/bjet.12610
- Veletsianos, G., Kimmons, R., Larsen, R., Dousay, T. A., & Lowenthal, P. (2018). Public comment sentiment on educational videos: Understanding the effects of presenter gender, video format, threading, and moderation on YouTube TED talks. *PLoS ONE*, 1–21. https://doi.org/10.1371/journal.pone.0197331⁶
- Dousay, T. A., & Janak, E. A. (2018). All things considered: Educational radio as the first MOOCs. *TechTrends*, 62(6), 555–562. https://doi.org/10.1007/s11528-018-0257-x
- Dousay, T. A. (2017). An evolving makerspace for teacher education. *International Journal of Designs for Learning*, 8(1), 69–81. https://doi.org/10.14434/ijdl.v8i1.22672
- Dousay, T. A., LaVanchy, J., Kilty, T., & Stone, D. (2017). Confessions of novice designers and their instructor. *International Journal of Designs for Learning*, 8(2), 40–58. https://doi.org/10.14434/ijdl.v8i2.20962

⁶ Award-winning paper

- Dousay, T. A. (2016). Effects of redundancy and modality on the situational interest of adult learners in multimedia learning. *Educational Technology Research and Development*, 64(6), 1251–1271. https://doi.org/10.1007/s11423-016-9456-3
- Shepherd, C. E., Bolliger, D. U., Dousay, T. A., & Persichitte, K. (2016). Preparing teachers for online instruction with a graduate certificate program. *TechTrends*, 60(1), 41–47. https://doi.org/10.1007/s11528-015-0015-2
- Miller, D. R., & Dousay, T. A. (2015). Implementing augmented reality in the classroom. *Issues and Trends in Educational Technology*, 3(2), 1–11.
- Darrington, B., & Dousay, T. A. (2015). Using multimodal writing to motivate struggling students. *TechTrends*, 59(6), 29–34. https://doi.org/10.1007/s11528-015-0901-7
- Shepherd, C. E., Dousay, T. A., Kvenild, C., & Meredith, T. (2015). Fostering technology-rich service-learning experiences between school librarians and teacher education programs. *Knowledge Quest*, 44(2), 44–52.
- Aldosemani, T. I., Shepherd, C. E., Gashim, I., & Dousay, T. A. (2015). Developing third places to foster sense of community in online instruction. *British Journal of Educational Technology*, 47(6), 1020–1031. https://doi.org/10.1111/bjet.12315

Books

Branch, R. M., & Dousay, T. A. (2015). *Survey of instructional design models* (5th ed.). Association for Educational Communications & Technology. https://aect.org/survey-of-instructional design.php

Book Chapters

- Dousay, T. A. (2018). Designing for creativity in interdisciplinary learning experiences. In K. A. Persichitte, A. Suparman, & J. M. Spector (Eds.), *Educational technology to improve quality and access on a global scale* (pp. 43–56). Springer. https://doi.org/10.1007/978-3-319-66227-5 <a href="https://doi.org/10.1007/978-
- Persichitte, K. A., Young, S., & Dousay, T. A. (2016). Learner assessment in blended and online settings. In M. D. Avgerinou & S. P. Gialamas (Eds.), *Revolutionizing K-12 blended learning through the i*²*Flex classroom model* (pp. 88–102). Information Science Reference.
- Dousay, T. A. (2015). Reinforcing multiliteracies through design activities. In D. M. Baylen & A. D'Alba (Eds.), *Essentials of teaching and integrating visual and media literacy* (pp. 27–47). Springer International Publishing. https://doi.org/10.1007/978-3-319-05837-5

Conference Proceedings

- Algaraibeh, S. M., Dousay, T. A., & Jeffery, C. L. (2020). Integrated learning development environment for learning and teaching C/C++ language to novice programmers. *Proceedings Frontiers in Education Conference*, FIE.
- Dousay, T. A. (2020). An integrated map of the ISTE Standards for Educators, Danielson Framework for Teaching, and Interstate Teacher Assessment and Support Consortium (InTASC) Standards. In D. A. Schmidt-Crawford (Ed.), *Proceedings of Society for Information Technology & Teacher Education International Conference* (pp. 976–980). Association for the Advancement of Computing in Education (AACE). https://www.learntechlib.org/primary/p/215851/
- Harris, C., Dousay, T. A., Hall, C. S., Srinivasan, S., & Srinivasan, R. (2020). Trashbots: Coding with creativity in a middle grades computer science camp. In D. A. Schmidt-Crawford (Ed.), Proceedings of Society for Information Technology & Teacher Education International Conference (pp. 1117–1120). Association for the Advancement of Computing in Education (AACE). https://learntechlib.org/primary/p/215872/
- Carpenter, J. P., Rosenberg, J. R., Dousay, T., Kessler, A., Phillips, M., Morrison, S., & Fischer, C. (2019). What do teacher educators think of teacher education technology competencies? In K. J. Graziano

- (Ed.), *Proceedings of Society for Information Technology & Teacher Education International Conference* (pp. 796–801). Association for the Advancement of Computing in Education (AACE). https://www.learntechlib.org/primary/p/207735/
- Greenhow, C., Gleason, B., Krutka, D., & Carpenter, J. (2019). #SocialMediaEd: Perspectives on teaching about and with social media in higher education. In K. J. Graziano (Ed.), *Proceedings of Society for Information Technology & Teacher Education International Conference* (pp. 97–100).

 Association for the Advancement of Computing in Education (AACE).

 https://www.learntechlib.org/primary/p/208489/
- Hall, C. S., Mullins, R., Hollingshead, A., & Dousay, T. A. (2019). Boosting communication: Using Point of View (POV) video for students with disabilities as a powerful communication piece with parents. *Proceedings of Society for Information Technology & Teacher Education International Conference*, 241–244. https://www.learntechlib.org/p/208465/
- Weible, J. L., & Dousay, T. A. (2019). Assessing creativity in learning environments: Developing an attitudinal scale. In K. J. Graziano (Ed.), *Proceedings of Society for Information Technology & Teacher Education International Conference* (pp. 1438–1442). Association for the Advancement of Computing in Education (AACE). https://www.learntechlib.org/primary/p/208489/
- Barrett, S. F., Dousay, T. A., Kerr, T. J., Schmidt, L., Gellis, B. S., & Ballard, J. (2018). Library and Student Innovation Center: Makerspace! *125th American Society for Engineering Education Annual Conference & Exposition*, *10*(2), 1–12. https://peer.asee.org/30773
- Dousay, T. A., Graves Wolf, L., Green, L., & Asino, T. (2018). Rise of the "Teacher Influencers": Examining the benefits and conundrums. In E. Langran & J. Borup (Eds.), *Proceedings of Society for Information Technology & Teacher Education International Conference* (pp. 973–975). Association for the Advancement of Computing in Education (AACE). https://www.learntechlib.org/primary/p/182650/
- Dousay, T. A., & Hall, C. S. (2018). "Alexa, tell me about using a virtual assistant in the classroom." *Proceedings of EdMedia: World Conference on Educational Media and Technology*, 1417–1423. https://www.learntechlib.org/primary/p/184359/
- Dousay, T. A., Swierczek, D., Smith, S., & Owsley, E. (2017). Don't fear the snakes: Designing a hybrid practical experience for preservice teachers in an afterschool Python programming robotics club. *Proceedings of Society for Information Technology & Teacher Education International Conference*, 1515–1518. https://www.learntechlib.org/primary/p/177435
- Dousay, T. A., & Irick, E. M. (2016). Collaborative design: Where PBL and 21st century skills engage learners. *Proceedings of Society for Information Technology & Teacher Education International Conference*, 1394–1399. https://www.learntechlib.org/p/171873/
- Dousay, T. A., & Logan, R. (2011). Analyzing and evaluating the phases of ADDIE. *Proceedings from Design, Development and Research Conference 2011*, 32–43.

Peer Reviewed/Evaluated

Journal Articles/Columns

- Dousay, T. A., Wetcho, S., Muljana, P. S., Arslan, O., Digges Elliot, H., Peacock, R., & Carr-Chellman, A. A. (2021). Hybrid or virtual conferencing: That is the question. *TechTrends*, 65(4). https://doi.org/10.1007/s11528-021-00613-9
- Dousay, T. A. (2019). Introduction to the special section on high stakes online learning design cases. *International Journal of Designs for Learning*, 10(1), 145–146. https://doi.org/10.14434/ijdl.v10i1.27292
- El-Mallah, S., & Dousay, T. A. (2019). Encouraging faculty adoption of virtual reality tools in engineering education. *Issues and Trends in Learning Technologies*, 7(2), 1–11. https://doi.org/10.2458/azu_itet_v7i2_el-mallah

- Dousay, T. A. (2017). Defining and differentiating the makerspace. *Educational Technology*, *57*(2), 69–74. https://www.jstor.org/stable/44430528
- Dousay, T. A., & Asino, T. (2017). Situating the conversation on social media, emerging spaces and professional development in the twenty-first century. *TechTrends*, 61(3), 206–207. https://doi.org/10.1007/s11528-017-0182-4
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Book Chapters/Sections

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- Hester-Croff, C., & Dousay, T. A. (2018). Education and the Internet: Elementary and secondary schools. In B. Warf (Ed.), *SAGE encyclopedia of the internet (Vol. 1)* (pp. 299–303). SAGE Publications, Inc. https://doi.org/10.4135/9781473960367.n89
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- Dousay, T. A., & Branch, R. M. (2013). Visual competency. In R. C. Richey (Ed.), Encyclopedia of terminology for educational communications and technology (pp. 319–321). Springer International Publishing. https://doi.org/10.1007/978-1-4614-6573-7

Other: N/A

Refereed/Adjudicated (currently scheduled or submitted)

- Ekins, J., Dousay, T. A., Busche, C., & Doucette C. (accepted). Getting your feet WET from afar:

 Reimagining science teacher education for distance teaching and learning. *Proceedings of Society for Information Technology and Teacher Education*. 10 January 2022
- Dousay, T. A., Miller, B. G., & Parent, C. E. (in revision). CURating science literacy and professional identity among biology and science education majors. *Innovations in Science Teacher Education*. 03 January 2022
- Asino, T. I., Baker, A., Haselwood, S. & Dousay, T. A. (in revision). Any given Sunday in #oklaed: Examining and theorizing the participation of educators in a Twitter chat. *Educational Technology Research & Development.* 02 October 2021.
- Dousay, T. A. (in revision). Weird science: Preparing secondary science teachers for blended and online learning. *International Journal of Deigns for Learning*. 23 September 2021

Peer Reviewed/Evaluated (currently scheduled or submitted):

Dousay, T. A., & Moore, S. L. (Eds.). (chapters invited). Learning and instructional design technology in the mirror: Integrating ethics and social responsibility into research and practice. EdTechBooks.org. 17 November 2021

Professional Meeting Papers, Workshops, Showings, Recitals, Presentations and Other Creative Activities

National/International

- Dousay, T. A., Carr-Chellman, A. A., & Kitchel, A. (2021, November). *Talk to me, Goose: Evaluating an Electronic Synchronous Multi-Site (e-SyMS) learning environment [Concurrent session]*. Association for Educational Communications & Technology Annual Convention. Chicago, IL
- Rader, E. L., Love, R., Dousay, T. A., Wingerter, N., Reano, D., Cox, K., Forsberg, E., & Blackford, N. (2020, December). *Minecraft geology field camp: Results from an inclusive and surprisingly realistic field camp experience during the COVID-19 pandemic [Abstract]*. American Geophysical Union (AGU) Fall Meeting. Virtual
- Dousay, T. A., Zhao, L., Dixon, R. A., & Carr-Chellman, A. A. (2020, November). Frustrations in focus: improving faculty online instructional practices [Concurrent session]. Association for Educational Communications & Technology Annual Convention. Virtual
- Dousay, T. A. (2020, November). Earning your badge: Microcredentials for preservice teachers to demonstrate technology skills [Roundtable]. Association for Educational Communications & Technology Annual Convention. Virtual
- Rader, E. L., Love, R., Dousay, T. A., Reano, D., Wingerter, N., Cox, K., Forsberg, E., & Blackford, N. (2020, October). Successes and challenges of using virtual technology to teach geology field camp [Abstract]. Geological Society of America (GSA) 2020 Annual Meeting. Virtual
- Dousay, T. A. (2020, April). *Makerspaces: A romance for educator preparation program partnerships* [Structured poster] (G. T. Richard & J. Weible (eds.)). American Educational Research Association Annual Meeting. San Francisco, CA (Conference canceled)
- Dousay, T. A. (2020, March). An integrated map of the ISTE Standards for Educators, Danielson Framework for Teaching, and Interstate Teacher Assessment and Support Consortium (InTASC) Standards [Brief paper]. Society for Information Technology & Teacher Education Annual Conference. Virtual
- Harris, C., Dousay, T. A., Hall, C. S., Srinivasan, S., & Srinivasan, R. (2020, March). *Trashbots: Coding with creativity in a middle grades computer science camp [Best practice]*. Society for Information Technology & Teacher Education Annual Conference. Virtual
- Mittelstaedt, E., & Dousay, T. A. (2019, November). Swimming with the Pakicetus: A new deep-sea submersible video game that teaches the basics of mid-ocean ridge geology [Poster]. American Geophysical Union (AGU) Fall Meeting. San Francisco, CA
- Dousay, T. A., Kitchel, A., & Carr-Chellman, A. A. (2019, October). *Electronic Synchronous Multi-Site* (e-SyMS) learning: Design & research recommendations [Concurrent session]. Association for Educational Communications & Technology Annual Convention. Las Vegas, NV
- Maddrell, J., Dousay, T. A., Graves Wolf, L., & Rosenberg, J. R. (2019, October). *Design in the open* | *Professional learning strategies to build your professional presence [Inspire concurrent]*.

 Association for Educational Communications & Technology Annual Convention. Las Vegas, NV
- Shawon, F., Zhu, Y., Olsen, S., LaPaglia, S. K., Turner, J., & Dousay, T. A. (2019, October). *Alone in the crowd: Connecting distance learners [Roundtable]*. Association for Educational Communications & Technology Annual Convention. Las Vegas, NV
- Dousay, T. A., & Weible, J. L. (2019, April). Buggy genetics: Designing a learning experience to foster creativity and science learning in elementary classrooms [Concurrent session. American Educational Research Association Annual Meeting. Toronto, ON
- Veletsianos, G., Kimmons, R., Larsen, R., Dousay, T. A., & Lowenthal, P. R. (2019, April). Public comment sentiment on educational videos: Understanding the effects of presenter gender on YouTube TED talk comment [Concurrent session]. American Educational Research Association Annual Meeting. Toronto, ON

- Carpenter, J. P., Rosenberg, J. R., Dousay, T. A., Romero-Hall, E., Trust, T., Kessler, A., Phillips, M., Morrison, S., Fischer, C., & Krutka, D. G. (2019, March). What do teacher educators think of Teacher Education Technology Competencies? [Paper]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Greenhow, C., Gleason, B., Krutka, D. G., Dousay, T. A., & Carpenter, J. P. (2019, March).

 #SocialMediaEd: Perspectives on teaching about and with social media in higher education [Panel]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Hall, C. S., Mullins, R., Hollingshead, A., & Dousay, T. A. (2019, March). Boosting communication: Using point of view (POV) video for students with disabilities as a powerful communication piece with parents [Best practice]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Janak, E. A., & Dousay, T. A. (2019, March). *Emancipation or oppression: Ben Henneke and educational radio at the University of Tulsa [Paper]*. International Society for Educational Biography Annual Conference. San Antonio, TX
- Jin, Y., Cohen, J., Dousay, T. A., Jones, W. M., & Smith, S. (2019, March). Multiple perspectives on maker education and makerspaces in teacher education [Panel]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Weible, J. L., & Dousay, T. A. (2019, March). Assessing creativity in learning environments: Developing an attitudinal scale [Brief paper]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Smith, K., Burgin, M., Sergent, M., Swanson, R., Weible, J. L., & Dousay, T. A. (2019, March). Profiling undergraduate research experiences in teacher education [Poster]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Zhu, Y., Shawon, F., & Dousay, T. A. (2019, March). Analyzing a Biology lesson plan for TPACK alignment [Poster]. Society for Information Technology & Teacher Education Annual Conference. Las Vegas, NV
- Dousay, T. A., & Hall, C. S. (2018, October). "Alexa, how can we use artificial intelligence in classrooms?" [Concurrent session]. Association for Educational Communications & Technology Annual Convention. Kansas City, MO
- Shawon, F., & Dousay, T. A. (2018, October). Stone-age design thinking: Lessons learned from an action research project targeting teacher professional development at an innovative school [Concurrent session]. Association for Educational Communications & Technology Annual Convention. Kansas City, MO
- Tawfik, A. A., Haggerty, K., Brynteson, K., Dousay, T. A., Moskal, S., & DuBoff, B. (2018, October). *The role of the library in supporting inquiry-based learning and Next Generation Science Standards [Panel]*. Association for Educational Communications & Technology Annual Convention. Kansas City, MO
- Dousay, T. A., Asino, T. I., Luo, T., Krutka, D. G., Greenhalgh, S. P., Rodesiler, L., & Walster, D. (2018, March). *Social media & teacher professional development [Panel]*. Society for Information Technology & Teacher Education Annual Conference. Alexandria, VA
- Dousay, T. A., Graves Wolf, L., & Green, L. (2018, March). Rise of the "Teacher Influencers": Examining the benefits and conundrums [Panel]. Society for Information Technology & Teacher Education Annual Conference. Alexandria, VA
- Carr, T., Asino, T. I., Dousay, T. A., & Barlow-Zambodla, A. (2017, November). e-Merge-The powers of networks in advancing professional development of educational technologists: The case of e/merge Africa & AECT [Panel]. Association for Educational Communications & Technology Annual Convention. Jacksonville, FL

- Weible, J. L., & Dousay, T. A. (2017, November). Learning genetics using 3Doodler pens [Interactive demonstration]. Association for Educational Communications & Technology Annual Convention. Jacksonville, FL
- Dousay, T. A., Swierczek, D., Smith, S., & Owsley, E. (2017, March). Don't fear the snakes: designing a hybrid practical experience for preservice teachers in an afterschool Python programming robotics club [Brief paper]. Society for Information Technology & Teacher Education Annual Conference. Austin, TX
- Jin, Y., Schmidt-Crawford, D. A., Culver, D., Dousay, T. A., Boyer, D. M., & Akcaoglu, M. (2017, March). Makerspaces and teacher education [Panel]. Society for Information Technology & Teacher Education Annual Conference. Austin, TX
- Kopcha, T. J., Brynteson, K., Dousay, T. A., Pitman, E., & Thomas, G. (2016, October). Making makers: Preparing teachers to engage in the maker movement [Panel]. Association for Educational Communications & Technology Annual Convention. Las Vegas, NV
- Asino, T. I., Dousay, T. A., Kapptie, J., Hine, K., Haselwood, S., & Baker, A. (2016, October). Reading between the lines: Where do social media platforms fit in the teacher professional development landscape? [Panel]. Association for Educational Communications & Technology Annual Convention. Las Vegas, NV
- Dousay, T. A. (2016, August). Designing for creativity in interdisciplinary learning experiences [Paper]. Educational Technology World Conference. Bali, ID
- York, C. S., Dousay, T. A., & Sinde, M. (2016, August). *Preparing teachers to use Makerspaces [Concurrent session]*. 4th International Symposium on New Issues in Teacher Education (ISNITE). Savonlinna, FI
- Dousay, T. A., & Hayes, J. (2016, June). Storytelling & comics: Unlocking digital making superpowers in Social Studies classes [Poster]. International Society for Technology in Education Conference and Exp. Denver, CO
- Dousay, T. A., & Irick, E. M. (2016, March). *Collaborative design: Where PBL and 21st century skills engage learners [Brief paper]*. Society for Information Technology & Teacher Education Annual Conference. Savannah, GA
- Persichitte, K. A., Dousay, T. A., Hodges, C. B., Schmidt, M., & Kopcha, T. J. (2016, March). AECT & SITE: Challenges of bridging theory, research, and practice [Panel]. Society for Information Technology & Teacher Education Annual Conference. Savannah, GA
- Baylen, D., D'Alba, A., Robinson, R., Dousay, T. A., & Draper, D. (2015, November). Teaching and integrating visual and media literacy for all [Panel]. Association for Educational Communications & Technology Annual Convention. Indianapolis, IN
- Donaldson, A., Smaldino, S. E., Herring, M., Luetkehans, L. M., Persichitte, K. A., Dousay, T. A., & Mellish, L. C. (2015, November). Walking in their footsteps (or high heels): AECT women discuss the influence of the women who paved the way [Panel]. Association for Educational Communications & Technology Annual Convention. Indianapolis, IN
- Dousay, T. A., Anderlee, J. S., Murtaugh, M. C., Kilty, T., & LaVanchy, J. (2015, November). *Using virtual interviews with inservice teachers to positively influence preservice teachers' attitudes towards technology [Concurrent session]*. Association for Educational Communications & Technology Annual Convention. Indianapolis, IN
- Hollett, T., Kalir, R., Weible, J. L., & Dousay, T. A. (2015, November). *Designing for playful learning [Interactive panel]*. Association for Educational Communications & Technology Annual Convention. Indianapolis, IN
- Lee, E., Akcaoglu, M., Dousay, T. A., Boyer, D. M., & Brynteson, K. (2015, November). *Makerspaces in higher education: Design, development, implementation, and research for teacher education and beyond [Panel]*. Association for Educational Communications & Technology Annual Convention. Indianapolis, IN

- Shepherd, C. E., Dousay, T. A., Bolliger, D. U., & Aldosemani, T. I. (2015, November). Designing third places to support program community and organizational networking in online education programs [Concurrent session]. Association for Educational Communications & Technology Annual Convention. Indianapolis, IN
- Des Armier, D., & Dousay, T. A. (2014, November). Students' use of digital storytelling to enhance digital literacy skills: Implications for best practices in postsecondary education [Concurrent session].

 Association for Educational Communications & Technology Annual Convention. Jacksonville, FL
- Miller, C. T., & York, C. S. (2014, November). *Thirty-five years of leadership: A study on the impact of the Strohbehn and Cochran internship*. Association for Educational Communications & Technology Annual Convention. Jacksonville, FL
- Asino, T. I., Malapile, L. J., & Dousay, T. A. (2013, October). *Children as design partners: A case of Namibia, South Africa and US [Roundtable]*. Association for Educational Communications & Technology Annual Convention. Anaheim, CA
- Asino, T. I., Malapile, L. J., & Dousay, T. A. (2013, October). *Children as designers: A case of Namibia, South Africa and US [Concurrent session]*. eLearning Africa 2013. Windhoek, NA
- Dousay, T. A. (2013, October). From death by PowerPoint to engaging Captivate: Lessons learned when implementing specific design principles [Concurrent session]. Association for Educational Communications & Technology Annual Convention. Anaheim, CA
- Dousay, T. A. (2013, October). Measuring the impact of multimedia design on situational interest of learners [Roundtable]. Association for Educational Communications & Technology Annual Convention. Anaheim, CA
- Branch, R. M., & Dousay, T. A. (2013, September). Survey of instructional design models [Paper]. Gaborone International Design Conference. Gaborone, BW
- Dousay, T. A., & Branch, R. M. (2012, October). *Designing multimedia to trigger and maintain situational interest [Concurrent session]*. Association for Educational Communications & Technology Annual Convention. Louisville, KY
- Barreto, D., Dousay, T. A., Park, S. W., Chien, S.-Y., Gay, M., Kim, S. M., Chang, Y., & Branch, R. M. (2012, April). Exploring active learning as a strategy for teaching research methods in a socioconstructivism environment [Concurrent session]. American Educational Research Association Annual Meeting. Vancouver, BC
- Dousay, T. A., & Logan, R. (2011, September). *Analyzing & evaluating the phases of ADDIE [Paper]*. Design, Development and Research Conference. Cape Town, SA
- Chien, S.-Y., Dousay, T. A., Park, S. W., Gay, M., Igoche, D., & Branch, R. M. (2010, June). *Text, period spacing, and mobile devices [Paper]*. Association for the Advancement of Computing in Education ED-MEDIA. Toronto, ON

State/Regional

- Dousay, T. A., Darragh, J. J., & Raney, T. (2021, July). *Ready Preservice Teacher One: Creative solutions to virtual practicum experiences* [Virtual presentation]. P20 Educator Conference: Learning by Doing. Twin Falls, ID
- Crepeau, J., Maughan, M., Dousay, T. A., & Hall, C. (2020, April). *How do we assess design skills across the curriculum?* [Virtual presentation]. University of Idaho Active Learning Symposium. Moscow, ID
- Dousay, T. A., & Hall, C. S. (2019, February). *Alexa? How can you help me in the classroom?* [Concurrent session]. Northwest Council for Computer Education Annual Conference. Seattle, WA
- Hall, C. S., & Dousay, T. A. (2019, February). Low-cost access to AR & VR to support K-12 education [Concurrent session]. Northwest Council for Computer Education Annual Conference. Seattle, WA

- Dousay, T. A. (2018, November). Leveraging technology to innovate undergraduate education: Designing hybrid courses [Concurrent session]. Wyoming Innovations in Learning Conference. Evanston, WY
- Dousay, T. A., & Hall, C. S. (2018, November). *Alexa: Your teaching assistant in the classroom* [Concurrent session]. Wyoming Innovations in Learning Conference. Evanston, WY
- Dousay, T. A. (2018, April). *Using Zoom to support active learning* [Virtual presentation]. University of Idaho Active Learning Symposium. Moscow, ID
- Dousay, T. A. (2016, October). Make-what? e-Volution Conference. Evanston, WY
- Shepherd, C. E., Bolliger, D. U., Dousay, T. A., & Persichitte, K. A. (2016, May). *Developing a sense community that extends beyond course boundaries* [Concurrent session]. WyDEC Distance Education Conference. Casper, WY
- Shepherd, C. E., & Dousay, T. A. (2016, May). Service learning and community partnerships in distance programs [Concurrent session]. WyDEC Distance Education Conference. Casper, WY
- Paratore, J., Dalton, B., Dousay, T. A., Mielke, T. L., Geringer, J., & James, J. (2015, October). *Multiple modes of literacy [Panel]*. University of Wyoming Literacy Education Conference. Laramie, WY
- Dousay, T. A., Bryant, H. V., & Kilty, T. (2015, September). *Virtually powerful: structuring online internships for experiential learning in a graduate program* [Concurrent session]. e-Volution Conference. Laramie, WY
- Dousay, T. A., & Mathieson, S. (2015, September). Experiential and service learning in the UW Lab School through faculty partnerships [Roundtable]. e-Volution Conference. Laramie, WY
- Irick, E. M., & Dousay, T. A. (2015, September). Design partnerships: Fabric printing and pattern making between undergraduate and middle grades students [Concurrent session]. e-Volution Conference. Laramie, WY
- Shepherd, C. E., Bolliger, D. U., Dousay, T. A., & Persichitte, K. A. (2015, May). *Preparing a new generation of teachers to teach online* [Concurrent session]. e-Volution Conference. Rock Springs, WY
- Dousay, T. A. (2014, September). *Collaborative tools for multimedia learning & development in online courses* [Roundtable session]. e-Volution Conference. Laramie, WY
- Trujillo, N. P., & Dousay, T. A. (2014, March). *An examination of gender and situational interest in multimedia learning environments* [Poster]. College of Education Research Symposium, University of Wyoming. Laramie, WY
- Dousay, T. A., Orey, M., Burton, J. K., Lockee, B. B., Murtaugh, M. C., & Asino, T. I. (2013, February). Graduate students in academia: Should they be seen and not heard? [Roundtable]. Eastern Educational Research Association Annual Conference. Sarasota, FL
- Jensen, L. J., Barreto, D., & Dousay, T. A. (2013, February). *GameWerks: Fostering 21st century skills in a video game design apprenticeship* [Concurrent session]. Eastern Educational Research Association Annual Conference. Sarasota, FL
- Gay, M., Logan, R., & Dousay, T. A. (2012, February). *Aesthetic value of design elements in an educational game* [Poster]. Eastern Educational Research Association Annual Conference. Hilton Head, SC
- Jensen, L. J., & Dousay, T. A. (2012, February). *GameWerks: Fostering creativity, motivation, and 21st century skills through game design* [Symposium]. Eastern Educational Research Association Annual Conference. Hilton Head, SC
- Logan, R., Dousay, T. A., & Gay, M. (2012, February). *Crafting a balance between learning and fun in an educational game* [Roundtable]. Eastern Educational Research Association Annual Conference. Hilton Head, SC

- Dousay, T. A. (2011, February). *Multimedia design of online coursework* [Roundtable]. Eastern Educational Research Association Annual Conference. Sarasota, FL
- Dousay, T. A., & Logan, R. (2011, February). *Adventures in ADDIE: Lessons from the field* [Roundtable]. Eastern Educational Research Association Annual Conference. Sarasota, FL
- Dousay, T. A., Igoche, D., & Branch, R. M. (2010, February). *Teaching research methods: Perceptions of current and formal doctoral students* [Poster]. Eastern Educational Research Association Annual Conference. Savannah, GA
- Dousay, T. A. (2009, February). *eLearning development & instructional design* [Roundtable]. State of Texas DIR Inter-Agency Training Expo. Austin, TX
- Dousay, T. A., & Martin, R. (2008, November). From lecture to online: Learner-centered design [Concurrent session]. Lee College Innovations in Teaching & Learning Technology Conference. Baytown, TX

Patents: N/A

Grants and Contracts Awarded

Funded

Year	Grant Title	Role	PI(s)	Funded
2020	Minecraft Field Camp: Teaching field geology with virtual reality in the time of Coronavirus ⁷	Consultant	Rader, E. L.	\$15,255
	Source: Bay Area Environmental Research Institute/ National Aeronautics and Space Administration (NASA)			
2018	Near-peer authentic inquiry: Coupling	Co-PI	Miller, B. G.	\$5000
	science methods and biological sciences coursework for engaged student learning ⁷		Dousay, T A.	
	Source: University of Idaho Office of Undergraduate Research			
2017	Robotic recording for instructional reflection	PI	Dousay, T A.	\$9928
	Source: University of Wyoming Central Student Technology Committee			

⁷ Research and practice findings published/under peer review

Year	Grant Title	Role	PI(s)	Funded
2015	RAMPED: Robotics, Applied Mathematics, Physics, and Engineering Design	Consultant	Burrows, A.	\$211,355
	Source: Wyoming Department of Education Math-Science Partnership Grant Program			
2014	Building a makerspace at the University of Wyoming ⁷	PI	Dousay, T. A.	\$25,000
	Source: Mary Garland Early Career Fellowship, University of Wyoming College of Education			
2014	Google Glass applications in the classroom	PI	Dousay, T. A.	\$650
	Source: University of Wyoming Outreach Credit Programs TIE Grant Program			
2014	Content fluency through a visual literacy design activity ⁷	PI	Dousay, T. A.	\$2000
	Source: University of Wyoming American Heritage Center			

Pending

Year	Grant Title	Role	PI(s)	Applied
2021	Medimon: Taming the monsters of medical education	Co-PI	Bland, T.	\$1,700,000
			Dousay, T. A.	
	Source: National Institutes of Health		Robison, B. D.	
			Anderson, J.	
2022	NSF-AISL: Design learning across pre-collegiate and undergraduate learners via mentoring and shadowing	Co-PI	Swenson, M.	\$300,00
			Beyerlin, S.	
			Dousay, T. A.	
	Source: National Science Foundation		Dixon, R.	

<u>Unfunded</u>

Year	Grant Title	Role	PI(s)	Applied
2021	Collaborative Research: BEE: Ecological and coevolutionary feedbacks in multi-mutualist	Co-PI	Robison, B. D.	\$236,573
			Dousay, T. A.	
	communities		Overton, M.	
			Soule, T.	
	Source: National Science Foundation		Hall, C.	
2020	EvoHealth: A program to improve	Co-PI	Robison, B. D.	\$1,303,909
	pathways to STEMM careers in Idaho Source: National Institutes of Health		Dousay, T. A.	
			Overton, M.	
			Soule, T.	
			Hall, C.	
2020	Outcropping COVID19: Removing barriers to access by reimagining Geology field learning experiences with mixed realities	Co-PI	Dousay, T. A.	\$50,000
			Rader, E. L.	
			Love, R.	
	Source: Spencer Foundation			
2019	CUE Ethics: REAL-CS (Reaching Every Available Learner for Computer Science)	Co-PI	Buck, C. R.	\$346,731
			Beeston, J.	
			Dousay, T. A.	
	Source: National Science Foundation			

Honors and Awards

2018	Culture, Learning and Technology Division Outstanding Publication Award for a Journal Article, Association for Educational Communications & Technology (AECT), Kansas City, MO
2016	Gold Paper Award, 2016 Educational Technology World Conference (ETWC), Bali, Indonesia
2014	Mary Garland Early Career Fellowship, University of Wyoming College of Education
2013	National Science Foundation Early Career Award, Association for Educational Communications & Technology (AECT), Anaheim, CA

SERVICE

Major Committee Assignments

National/International-Level

2021-Present AECT Executive Committee, Board of Directors Representative

ATTACHMENT 3

	2021-Present	AECT Bylaws Committee, Co-chair	
	2019-2021	Educational Testing Service (ETS) Praxis Earth and Spaces Sciences National Advisory Council (NAC) and Test Item Writer	
	2016-2017	Nation of Makers, Wyoming State Representative	
	2015-2016	AECT Leadership Nominating Committee	
	2015-2019	AECT Awards Committee	
	2015-2016	Google Certified Innovator Program Mentor	
	2013-2020	AECT Leadership Development Committee	
Regional-Level			
	2020-Present	Idaho Association of Colleges of Teacher Education, Member	
	2017	State of Wyoming Open Education Resources (OER) Initiative, University Representative	
	2015-2016	State of Wyoming Digital Learning Plan, Advisory Panel Member	
	Institution-Lev	r <u>el</u>	
	2021-Present	University of Idaho University Assessment and Accreditation Committee	
	2021	University of Idaho Vice Provost for Digital Learning Initiatives Search Committee Member	
	2021	University of Idaho Adult & Organizational Leadership & Learning Tenure Track Faculty Search Committee Member	
	2020-Present	University of Idaho College of Education, Health, & Human Services Graduate Research and Policy Committee (GRPC)	
	2020	University of Idaho President's Online Learning Working Group	
	2020	University of Idaho Department of Curriculum & Instruction Third Year Review Committee Chair	
	2018-Present	University of Idaho College of Education, Health, & Human Services Technology Committee Chair	
	2017	University of Wyoming College of Education Advisory Council for Teacher Education Committee Chair	
	2016	University of Wyoming 3 rd John P. Ellbogen Center for Teaching & Learning Summer Institute Mentor	
	2015-2016	University of Wyoming College of Education Technology Committee, Department of Professional Studies Representative & Committee Chair	
	Fall 2015	University of Wyoming University Studies Program Committee, College of Education Representative	
	2015-2017	University of Wyoming College of Engineering Student Innovation Center Planning Committee	
	2014-2015	University of Wyoming College of Education Research Symposium Planning Committee	
	2014-2017	University of Wyoming College of Education Advisory Council for Teacher Education, Department of Professional Studies Representative	

Professional and Scholarly Organizations

Memberships/Leadership

2019-2021 IEEE Industry Connections-Industry Consortium on Learning Engineering (ICICLE)

2019-2020 American Educational Research Association (AERA)

2016-Present Society for Information Technology and Teacher Education (SITE)

2017-Present SIG Social Media

2018-2022 Co-Chair 2016-Present SIG Creativity

2016-Present SIG Maker

2013-Present Professors of Instructional Design and Technology (PIDT)

2009-Present Association for Educational Communications and Technology (AECT)

2017-Present AECT Social Media Administrator
2013-2016 Leadership Intern Program Coordinator

2017-Present Learner Engagement Division

2009-Present Division of Distance Learning (DDL)

2021-Present Division Representative to the AECT Board of Directors

2017-2018 Past President 2016-2017 President

2015-2016 President-Elect

2009-Present Teacher Education Division

2009-2013 Graduate Student Assembly (GSA)

2013-2014 Past-President 2012-2013 President

2011-2012 President-Elect

Scholarly Reviewer

2020-2021 Special Issue Guest Co-Editor, *Journal of Applied Instructional Design*; Designing for all:

An exploration of universal design for online learning

2019-Present Journal Reviewer, Journal of Computing in Higher Education

2018-2019 Journal Reviewer, npj Science of Learning

2018-2019 Special Section Guest Editor, *International Journal of Designs for Learning*; High-

stakes/high-impact distance learning contexts

2018-Present Journal Reviewer, Educational Technology Research & Development (ETR&D)

2018-Present University of Idaho Office of Research and Economic Development (ORED) Competitive

Proposals Internal Reviewer

2017-Present Proposal Reviewer, Society for Information Technology and Teacher Education Annual

Conference SIG Creativity / SIG Maker / SIG Social Media

2017-2020 Journal Reviewer, British Journal of Educational Technology (BJET)

2017-2019 Journal Reviewer, Journal of Experiential Education (IJEE)

ATTACHMENT 3

2017-2020	Proposal Reviewer, AERA Annual Meeting SIG Design and Technology
2017-2020	Journal Reviewer, International Journal for the Scholarship of Teaching & Learning (IJ-SoTL)
2017	Review Committee, International Conference on Mathematics, Science and Technology Education (Kruger National Park, South Africa)
2016-2017	Special Issue Guest Co-Editor, <i>TechTrends</i> ; Social media & emerging spaces: Professional development in the 21st century
2016-Present	Journal Reviewer, International Journal of Designs for Learning (IJDL)
2015-2016	Proposal Reviewer, Wyoming Department of Education Trust Fund Grant
2015-Present	Journal Reviewer, TechTrends
2013-Present	Proposal Reviewer, AECT International Convention Division of Distance Learning / Teacher Education Division
Fall 2014	Manuscript Editor, SAGE Open
Conference/M	eeting Planning
2021	AECT Annual Convention Co-Planner (Chicago, IL + Virtual)
2020	PIDT Conference Organizer (Sandpoint, ID) [Canceled due to COVID-19]
2016	AECT Division of Distance Learning Annual Convention Planner (Las Vegas, NV)
2015	PIDT Conference Co-Planner (Estes Park, CO)
2014	AECT Annual Convention Co-Planner (Jacksonville, FL)
2014-2016	University of Wyoming College of Education Research Symposium Planning Committee (Laramie, WY)
2013	AECT Graduate Student Assembly Annual Convention Planner (Anaheim, CA)
2012	AECT Graduate Student Assembly Annual Convention Co-Planner (Louisville, KY)
Outreach/Comr	nunity Service
2021-Present	University of Idaho Naval Pathways to STEM Scholarship, Selection Committee
2021-Present	Business Professionals of America (BPA) Idaho Region 2 Leadership Conference Judge; Podcasting & Media Production
2020-2021	Wellness for Educators, Board Member
2017-2018	Eureka! Palouse (Moscow, ID), Board Member
2015-2016	#AECTchat Twitter chat, Co-Moderator & Coordinator
2015-2017	#wyoedchat Twitter chat, Guest Moderator
2014-2017	Laramie Robotics Club, Faculty Mentor
2014-2017	Google Educator Group (GEG) - High Plains, Chapter Leader
2015-2017	University of Wyoming International Programs Office, Digital Consultant
2014-2017	Wyoming FFA Career Development Events Evaluator; Agricultural Technology & Mechanical Systems
2014-2015	ATD/IACET: Instructional Design Competency Study, Advisory Board Member
2013-2015	Laramie Friendship Families, International Student Host Family

Honors and Awards

2017	Faculty Award for Outstanding Service to the Education Profession, University of Wyoming
2016	Award for Advocacy, International Society for Technology in Education (ISTE)
2015	Presidential Award for Outstanding Service to AECT 2014-2015, Association for Educational Communications & Technology (AECT)

MEDIA HIGHLIGHTS

AECT to recognize global teaching and learning successes during the COVID-19 pandemic with HERO awards

April 27, 2021 — The global pandemic revealed many heroes in teaching and learning across the world. The Association for Educational Communications and Technology intends to identify and recognize them by establishing the Honoring Educational Revolutions in Online (HERO) Practice Awards. The awards will recognize innovative uses of educational technology across a variety of settings in response to the COVID-19 pandemic's impacts on teaching and learning.

https://www.prnewswire.com/news-releases/aect-to-recognize-global-teaching-and-learning-successes-during-the-covid-19-pandemic-with-hero-awards-301278434 html

Aha Moments in Adaptability

Spring 2021 — Going digital is not what Keara Sandy had in mind when she decided to become a teacher in hopes of connecting kids with nature. But when her first practicums switched from classroom to screen, two University of Idaho educators united to help students pivot. U of I Extension Educator Jim Ekins leads water science lessons as the regional partner for Project WET (Water Education Today). He shares the curriculum with Professor Tonia Dousay's students every year, but the hands-on nature of his lessons conflicted with pandemic protocols.

https://www.uidaho.edu/news/here-we-have-idaho-magazine/aha-moments

Using Amazon Echo, Google Home to Learn: Skill of the Future or Bad Idea?

February 4, 2020 — During the 2017-18 school year, Tonia Dousay, an associate professor of education at the University of Idaho's Doceo Center for Innovation + Learning, conducted a study in which she and a colleague used voice assistants and other artificial intelligence tools in classrooms across four Idaho K-12 school districts. She witnessed a wide range of uses, from helping students with learning disabilities develop communication skills to getting students excited about specific research projects. https://www.edweek.org/ew/articles/2020/02/05/using-amazon-echo-google-home-to-learn.html

Tech Savvy Teachers

January 30, 2020 — U of I's Tonia Dousay and Cassidy Hall, from the Department of Curriculum and Instruction, are partnering with Google to produce future Idaho teachers ready to effectively use technology in the classroom. As one of four universities currently participating in a pilot program, the project integrates the Google for Education Teacher Center training materials into existing coursework to help future teachers enhance pedagogy, get organized and save time using the core G Suite tools commonly found in K-12 classrooms. https://www.uidaho.edu/news/news-articles/kudos/2020-spring/013020-toniadousay-cassidyhall

Creating kids who code

August 03, 2019 — UI's annual coding camp introduces children to a valuable skill, allows Idaho teachers to earn a computer science certification. After a week of learning coding skills at the University of Idaho, a cohort of local middle school-aged children celebrated with a final task: cracking a "secret message" from

"Russia." For the past week, the young students participated in an annual summer coding camp offered through the UI's Doceo Center in the College of Education, Health and Human Sciences. https://dnews.com/local/creating-kids-who-code/article-153551fe-d0f1-5393-a8ef-ae9109cf1db4.html

Is Alexa the newest teaching assistant?

April 03, 2019 — "Alexa, watch the class!" A middle school teacher left the classroom for a few minutes, relying on the Echo Dot they left behind to keep their students in line, Tonia Dousay said. But did it work? Dousay said that it did — even though Echo Dots are not equipped with a camera. Dousay, an assistant professor and researcher for the Doceo center and Doceo Director Cassidy Hall presented for the Martin Renfrew Interdisciplinary Colloquium Tuesday afternoon. The Doceo Center, located on the third floor of the Education building on campus, researches new technologies and how they can be incorporated into the classroom.

https://www.uiargonaut.com/2019/04/03/is-alexa-the-newest-teaching-assistant

University Makerspaces Open Doors to K-12 Schools

May 2017 – The University of Wyoming's WyoMakers is one of several makerspaces around the United States that are hosted by university colleges of education and invite K–12 teachers and students to use their facilities for science, technology, engineering, and math (STEM) and design projects. With funding from her two-year Mary Ellbogen Garland Early Career Fellowship, Tonia Dousay, assistant professor of instructional technology, launched WyoMakers to provide equipment, tools, and software to teachers seeking to give students more opportunities for hands-on learning. http://static.nsta.org/pdfs/nstareports/nstareports/201705.pdf

UW's Dousay Receives Honors, Opportunities at National Maker Faire

July 25, 2016 — A trip to Washington, D.C., to represent the University of Wyoming at the 2016 National Maker Faire this summer yielded the expected opportunities to spotlight UW's emerging work in the movement for College of Education faculty member Tonia Dousay, along with a couple of surprising twists -- including an invitation from the White House Office of Science and Technology Policy. http://www.uwyo.edu/uw/news/2016/07/uws-dousay-receives-honors,-opportunities-at-national-maker-faire.html

UW's Dousay Recognized for Advocacy, Collaborations in Education Technology

May 16, 2016 — University of Wyoming College of Education faculty member Tonia Dousay recently received the International Society for Technology in Education (ISTE) Award for Advocacy. http://www.uwyo.edu/uw/news/2016/05/uws-dousay-recognized-for-advocacy,-collaborations-in-education-technology html

UW's Dousay Honored by Instructional Technology Organization

September 21, 2015 — University of Wyoming College of Education faculty member Tonia Dousay's work to enhance the online student learning experience has received national recognition from the Association for Educational Communications and Technology (AECT). http://www.uwyo.edu/uw/news/2015/09/uws-dousay-honored-by-instructional-technology-organization.html

UW's Saturday U Scheduled March 7 in Jackson

March 2, 2015 — The spring term of Saturday U, the University of Wyoming's free one-day college education program, comes to an end Saturday, March 7, in Jackson. http://www.uwyo.edu/uw/news/2015/03/uws-saturday-u-scheduled-march-7-in-jackson html

New UW Program Targets Hands-On Learning

February 10, 2015 — New opportunities to engage students in creative projects drawing on design and problem-solving skills have been opened at the University of Wyoming's College of Education as a result of a new program called WyoMakers.

http://www.uwyo.edu/uw/news/2015/02/new-uw-program-targets-hands-on-learning html

UW's Dousay Chosen to Attend Google Teacher Academy

October 27, 2014 — University of Wyoming Assistant Professor of Instructional Technology Tonia Dousay joins a select group of educators participating in the next Google Teacher Academy Dec. 2-3 in Austin, Texas.

http://www.uwyo.edu/uw/news/2014/10/uws-dousay-chosen-to-attend-google-teacher-academy.html

CURRICULUM VITAE

University of Idaho

NAME: Aleksandra Hollingshead DATE: 01.21.2021

RANK OR TITLE: Associate Dean of Inclusion

Associate Professor, with tenure

DEPARTMENT: Curriculum and Instruction

OFFICE LOCATION AND CAMPUS ZIP: OFFICE PHONE: 208.885.0629

Education Building 506 FAX: 208.885.0560

83844-3082 EMAIL: ahollingshead@uidaho.edu

WEB:

http://www.uidaho.edu/ed/ci/aleksa ndra-hollingshead

DATE OF FIRST EMPLOYMENT AT UI: July, 2013

DATE OF TENURE: August 2019

DATE OF PRESENT RANK OR TITLE: March 2020

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

- Doctor of Education, University of Cincinnati, Cincinnati, OH, August 2013, Special Education,
 <u>Dissertation topic:</u> Broadening the Definition of Engagement of Students with Significant Disabilities to include Behavioral, Cognitive, and Emotional Components: A Phenomenological Study of Experts' Perceptions
- Master of Education, Antioch University McGregor, Yellow Springs, OH, June 2008, Mild/Moderate and Moderate/Severe Disabilities Intervention Specialist K-12
- Master of Science, Silesian University, Katowice, Poland, April 2003, Political Science,
- Bachelor of Science, Silesian University, Katowice, Poland, April 2003, Political Science and Philosophy

Certificates and Licenses:

 Ohio Teaching Certificate # OH1539144; Intervention Specialist (K-12), Mild/ Moderate and Moderate/ Intensive Disabilities

EXPERIENCE:

Teaching, Extension and Research Appointments:

- Associate Dean of Inclusion (25%): College of Education, Health, and Human Sciences, University of Idaho, Moscow, ID, March 2020- present
- Affiliated Faculty: Center on Disability and Human Development, University of Idaho, Moscow, ID, 2019present.
- Associate Professor, Special Education: College of Education, Health, and Human Sciences, University of Idaho, Moscow, ID, August 2019- present
- Assistant Professor, Special Education: College of Education, University of Idaho, Moscow, ID, July 2013-2019

- Adjunct Professor, Special Education; Ball State University, Muncie, IN, January 2016-May 2016
- Adjunct Professor, Special Education: College of Education, Criminal Justice, & Human Services, University of Cincinnati, Cincinnati, OH, January 2011- June 2013
- Graduate Assistant for 325T OSEP grant: College of Education, Criminal Justice, & Human Services, University of Cincinnati, Cincinnati, OH, August 2012-July 2013
- Graduate Assistant for special education program: College of Education, Criminal Justice, & Human Services, University of Cincinnati, Cincinnati, OH, August 2011-July 2013
- University Practicum Supervisor: College of Education, Criminal Justice, & Human Services, University of Cincinnati, Cincinnati, OH, August 2011-December 2012
- Virtual Intern for Louisiana Autism Spectrum and Related Disabilities (LASARD) Project: Louisiana's University Center for Excellence in Developmental Disabilities, New Orleans, LA, August 2011- December 2011
- Virtual Intern for National Center to Inform Policy and Practice in Special Education Professional Development (NCIPP): University of Florida, Gainesville, FL, June 2011-August 2011
- Intervention Specialist: Social Communication Classroom for students with autism and severe behaviors, Warren County ESC, Middletown, OH, August 2007- June 2011
- Summer Program Intervention Specialist: The Kelly O'Leary Center, Cincinnati Children's Hospital, Cincinnati, OH, May 2010-August 2010
- Tutor: Wayne Local Schools, Waynesville, OH, January-May 2007
- Substitute Teacher: Warren County ESC, Lebanon City Schools, Kings Local Schools, OH, August 2006-June 2007

TEACHING ACCOMPLISHMENTS:

Areas of Specialization: Special Education

Courses Taught:

University of Idaho	
EDSP 300	Individuals with Exceptionalities (face-to-face, 2013-present)
EDSP 448/548	Special Education Curriculum (synchronous & asynchronous online class; 2013-present)
EDSP 423	Collaboration (synchronous & asynchronous online class; 2014-present)
EDSP 504	Evidence Based Practices in Special Education, Doctoral Seminar (synchronous & asynchronous online class; 2014-2015)
EDSP 519	Orientation to Autism Spectrum Disorder (synchronous & asynchronous online class; 2017-present)
EDSP 520	Education of People with Disabilities (asynchronous online class, 2017-present)
EDSP 597	Practicum (asynchronous online class, 2015-present)
EDSP 599	Non-thesis Master's Research (asynchronous online class, 2013-present)
EDCI 404	Exploring own perceptions of diversity (study abroad course; 2016)
EDCI 418	Culturally Responsive Pedagogy (asynchronous class; part of the academic certificate in
	Culturally Responsive Pedagogy and Universal Design for Learning; 2019-present)
EDCI 420	Gender and Sexual Diversity in Schools (asynchronous class; part of the academic certificate in Culturally Responsive Pedagogy and Universal Design for Learning; 2019-present)
EDCI 421	Racial and Ethnic Diversity in Schools (asynchronous class; part of the academic
EDC1 421	certificate in Culturally Responsive Pedagogy and Universal Design for Learning; 2019-present)
EDCI 422	Socio-Économic Diversity in Rural Schools (asynchronous class; part of the academic
	certificate in Culturally Responsive Pedagogy and Universal Design for Learning; 2019-present)
EDCI 424	Universal Design for Learning (asynchronous class; part of the academic certificate in Culturally Responsive Pedagogy and Universal Design for Learning; 2019-present)
EDCI 426	Working with Native American Students and Communities (asynchronous class; part of the academic certificate in Culturally Responsive Pedagogy and Universal Design for Learning; 2019-present)
EDCI 502	DS: Publishing Research Results (directed study; 2019)

University of Cincinnati

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Universal Design for Learning and Assistive Technology (face-to-face; 2013)
SPED 4013
SPED 519
                 UDL and Assistive Technology (face-to-face; 2012)
SPED 600
                 Challenging Learners in Society (asynchronous online class; 2011)
SPED 7091
                 Master's Project (synchronous & asynchronous online class; 2013)
SPED 7052
                 Advanced Universal Design for Learning and Assistive Technology (synchronous &
                 asynchronous online class; 2012)
SPED 725
                 Advanced Instructional Methods (synchronous & asynchronous online class; 2011)
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Ball State University

SPCE 579 Educational Methods for Children and Youth with Physical and Multiple Disabilities

(asynchronous online class; 2016)

Students Advised:

University of Idaho (2013-present)

Undergraduate Students: a secondary adviser for undergraduates who choose special education endorsement Graduate Students:

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(Ph.D., major professor)
(Ph.D., major professor) dropped out
    (M.Ed.)
(M.Ed.)
 (M.Ed.)
     (M.Ed.) dropped out
  (M.Ed.)
```

Advised to completion of degree- major professor:

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(Ph.D., 2018)
(M.Ed., 2014)
(M.Ed., 2015)
      (M.Ed., 2015)
       (M.Ed., 2015)
     (M.Ed., 2015)
 (M.Ed., 2016)
   (M.Ed., 2016)
    (M.Ed., 2016)
        (M.Ed., 2016)
(M.Ed, 2017)
   (M.Ed, 2017)
(M.Ed., 2018)
      (M.Ed., 2018)
 (M.Ed., 2019)
```

Advised to completion of degree- committee member:

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(Ed.D.)
  (Ph.D.)
(Ph.D.)
     (Ph.D.)
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Doctoral committee service:

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(Educational Leadership)
(Curriculum and Instruction)
  (Curriculum and Instruction)
    (Special Education)
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Materials Developed:

Hollingshead, A. & Haltinner, K. (2017). Universal Design for Learning and Culturally Responsive Pedagogy. University of Idaho Academic Certificate Program and Professional Development Materials. Hollingshead, A. (2012). Environmental Supports for Students with Autism. LASARD Internet Modules.

Courses Developed:

- EDSP 504: Evidence-Based Practices in Special Education, (2014-2015)
- EDCI 404: Exploring Own Perceptions of Diversity, (Student trip abroad in Poland), (2016)
- EDCI 424: Universal Design for Learning (2019)
- EDSP 504: ST: Understanding Research (2021)

Non-credit Classes, Workshops, Seminars, Invited Lectures, etc.:

Invited Guest Lectures:

<u>University of Idaho</u>	
EDSP 300	Individuals with Exceptionalities; topic: Universal Design for Learning (synchronous
session, 2020)	
EDSP 300	Individuals with Exceptionalities; topic: Assistive Technology (face-to-face, 2013-2014)
EDSP 300	Individuals with Exceptionalities; topic: Autism (face-to-face, 2015)
SOC 301	Introduction to Diversity and Stratification; topic: A cultural-historical view to special
500 501	education: From a deficiency model to exceptionalities (face-to-face, 2014, 2016, 2017)
SOC 403	Diversity & Disability (Face-to-face, 2016)
300 403	Diversity & Disability (Face-to-face, 2010)
Washington State Univer	city
SpecEd 520	Teaching in Inclusive Settings; topic: Assistive Technology (face-to-face in Pullman &
	televised media to Spokane campus, 2017)
II.:::	
University of Cincinnati	
SPED	Assessment and Curriculum Planning for Mild to Moderate Disabilities (synchronous
	session, 2015)
SPED	Assessment and Curriculum Planning for Moderate to Intense Disabilities (synchronous
	session, 2013)
SPED	Instructional Strategies for Moderate to Intense Disabilities (face-to-face session; 2010-
	2011)
SPED	Teaching Reading and Writing to Students with Significant Needs (face-to-face; 2010-
SI LD	2011)
CDED	,
SPED	Assessment and Curriculum Planning for Moderate to Intense Disabilities (face-to-face;
	2010-2011)

Springfield College

EDUC 162 Exceptional Children; topic: Assistive technology (synchronous session, 2012)

Non-credit Classes:

- Life in America, High School #1, Bytom, Poland (June, 2014)
- Special Education in the United States, High School #1, Bytom, Poland (June, 2014)

Workshops:

• Education System in the USA, workshop for teachers, High School #1, Bytom, Poland (June, 2014)

Honors and Awards:

- Hoffman Teaching Excellence Award nomination, University of Idaho, 2017
- Hoffman Teaching Excellence Award nomination, University of Idaho, 2016
- Outstanding Doctoral Student Award, University of Cincinnati, 2013
- The Darwin T. Turner Scholars Program. Faculty Recognition Award. University of Cincinnati, 2013

SCHOLARSHIP ACCOMPLISHMENTS:

Publications, Exhibitions, Performances, Recitals:

Refereed/Adjudicated (blind review):

*marks publication authored by a mentored graduate student

Hollingshead, A. (2021). Designing engaging online environment: Universal Design for Learning principles. Research Anthology on Developing Effective Online Learning Courses. IGI Global. (p. 516-530).

Hollingshead, A., Lowrey, K. A., & Howery, K. (2020). Universal design for learning: When policy changes before evidence. *Educational Policy. Online first*

- Scheef, A., Hollingshead, A., & Barrio, B. (2020). Supporting students with intellectual disability in postsecondary education. *Journal of College Student Development*. 61(4), 528-531.
- Hollingshead, A., & Carr-Chellman, D. (2019). Engaging learners in online environments utilizing Universal Design for Learning principles. *E-Learn*. (https://elearnmag.acm.org/archive.cfm?aid=3310383)
- Mallone*, K., Fodor, J. & Hollingshead, A. (2019). Peer tutoring to support inclusion of students with moderate and severe intellectual disability at the secondary level. *Inclusion*, 7(1), 1-11.
- Scheef, A., Hollingshead, A., & Voss, C. (2019). Peer support arrangements to promote positive post-school outcomes. *Intervention in School and Clinic*, 54(4), 136-145.
- Owiny, R., Hollingshead, A., Barrio, B., & Stoneman*, K. (2019). Engaging pre-service teachers in universal design for learning lesson planning. *Inclusion*, 7(1), 12-23.
- Hall*, C., Hollingshead, A., & Christman, J. (2019). Implementing video modeling to improve transitions within activities in inclusive classrooms. *Intervention in School and Clinic*, 54(4), 235-240.
- Hollingshead, A., Williamson, P., & Carnahan, C. (2018). Cognitive and emotional engagement for students with severe intellectual disability defined by the scholars with expertise in the field. Research and Practice for Persons with Severe Disabilities, 43(4), 269-284.
- Hollingshead, A. (2018). Designing engaging online environment: Universal Design for Learning principles. In K.
 L. Milheim (Ed.). Cultivating Diverse Online Classrooms through Effective Instructional Design.
 Hershey, PA: IGI Global.
- Moore, E., Smith, F., Hollingshead, A., & Wojcik, B. (2018). Voices from the field: Implementing and scaling up Universal Design for Learning in teacher preparation programs. *Journal of Special Education Technology*, 33(1), 40-53.
- Shurr, J. & Hollingshead, A. (2017). Diversity, severe disability, and family: A systematic review of the literature. Research and Practice for Persons with Severe Disabilities, 42(4). 259-272.
- Barrio, B. & Hollingshead, A. (2017). Reaching out to paraprofessionals: Engaging professional development in rural communities. *Rural Special Education Quarterly*, 36(3), 136-145.
- Lowrey, K. A., Hollingshead, A., Howery, K. & Bishop, J. (2017). More than one way: Stories of UDL, inclusive classrooms, and students with intellectual disability. Research and Practice for Persons with Severe Disabilities, 42(4), 225-242.
- Lowrey, K. A., Hollingshead, A. & Howery, K. (2017). A closer look: Examining teachers' language around UDL, inclusive classrooms, and intellectual disability. *Intellectual and Developmental Disabilities*, 55(1), 15-24.
- Hollingshead, A., Carnahan, C., Lowrey, K. A., & Snyder, K. (2017). Engagement for students with severe cognitive disabilities: The need for a common definition in education. *Inclusion*, *5*(1), 1-15.
- Barrio, B. L., Miller, D., Hsaio, Y-J., Dunn, M., Petersen, S., Hollingshead, A., & Banks, S. (2017). Cultural considerations for the Individualized Education Programming. *Intervention in School and Clinic*, 53(2), 114-119.
- Servilio, K., Hollingshead, A., & Hott, B. (2017). Partnerships enhancing practice: A preliminary model of technology-based peer-to-peer evaluations of teaching in higher education. *Journal of Special Education Technology*, 32(1), 23-35.
- Hollingshead, A., Kroeger, S., Altus, J., & Trytten- Brubaker, J. (2016). A case study of positive behavior supportsbased interventions in a seventh grade urban classroom. *Preventing School Failure* 60(4),1-8.
- Hollingshead, A., Wappett, M., & Erickson, N. (2015). Examining the effectiveness of technology-based intervention on student engagement and products of learning in an Earth science class. *DADD Online Journal* 2(1), 146-156.
- Klein*, E., & Hollingshead, A. (2015). Collaboration between special and physical education: The benefits of a healthy lifestyle for all students. *TEACHING Exceptional Children*, 47(3), 163-171.
- Carnahan C., Williamson, P., Hollingshead, A., & Israel, M. (2012). Using technology to support balanced literacy instruction for students with significant disabilities. *TEACHING Exceptional Children*, 45(1), 20-29.
- Carnahan, C., Basham, J., Christman, J, & Hollingshead, A. (2012). Overcoming challenges: Going mobile with your own video models. *TEACHING Exceptional Children*, 45(2), 50-59.

Peer Reviewed/Evaluated (not blind review):

- Hollingshead, A. (2020). How education leaders can support students with autism during school closures. *REL Northwest blog*, https://ies.ed.gov/ncee/edlabs/regions/northwest/blog/support-students-with-autism.asp.
 Scheef, A., Hollingshead, A., & Freedman*, R. (in press).
- Hall, C., Mullins, R., Hollingshead, A., Dousay, T. (2019). Boosting communication: Using point of view (POV) video for students with disabilities as a powerful communication piece with parents. Proceedings of Society for Information Technology & Teacher Education International Conference (pp.241-244), Las Vegas, NV. Association for the Advancement of Computing in Education (AACE). Retrieved April 12, 2019

- from https://www.learntechlib.org/p/208465.
- Hollingshead, A. & Barrio, B. (2019). Working with paraprofessionals to support students with intellectual disability and autism spectrum disorders. In J. Shurr, Jimenez, B., & E. Bouck, (Eds.). *Evidence Based Practices for Students with Intellectual Disability and Autism Spectrum Disorder*. (47-71). Arlington, VA: Council for Exceptional Children.
- Hollingshead, A. (2018). Engaging instruction for preservice general educators: Modeling UDL at a college level. 2018 UDL IRN Summit Proceedings (multimedia proceedings). https://udl-irn.org/2018-summit-proceedings (password: UDLSummit18).
- Hollingshead, A., Lowrey, K. A., & Howery, K. (2018). Voices of experts in Universal Design for Learning. 2018 UDL IRN Summit Proceedings (multimedia proceedings). https://udl-irn.org/2018-summit-proceedings (password: UDLSummit18).
- Hollingshead, A. (October 13, 2016). Article misrepresents universal design for learning framework. A letter to the editor of The Chronicle of Higher Education.
- http://www.chronicle.com/blogs/letters/article-misrepresents-universal-design-for-learning-framework/
- Klein*, E. & Hollingshead, A. (2016). Planning physical education within Universal Design for Learning framework to ensure quality instruction for all students. SHAPE Idaho: A Journal for Idaho's Health and Physical Educators, Coaches, & Recreation Directors, Winter 2016, 14-18.
- Hollingshead, A. & Streagle, K. (2015). Modeling Universal Design for Learning Principles in a College Classroom: A Means to Engage Pre-service Teachers. *UDL-IRN monograph*. 117-122.
- Hollingshead, A. (2013). Teaching math content to students with significant disabilities: A textbox. In B.
 Billingsley, M. Brownell, M. Israel, & M. Kamman, (2013). The Beginning Special Education Teacher's Survival Guide. (p. 264-284). San Francisco, CA: Jossey-Bass.
- Hollingshead, A. (2013). Teaching academic content to students with significant disabilities: A textbox. In In B. Billingsley, M. Brownell, M. Israel, & M. Kamman, (2013). The Beginning Special Education Teacher's Survival Guide. (p. 285-302). San Francisco, CA: Jossey-Bass.
- Hollingshead, A. (2010). Use of visual schedules for students with autism- a case study. ABA India 1(2), 1-4.

Refereed/Adjudicated (blind review; currently submitted):

Malone, K., Fodor, J., & Hollingshead, A. (2020, under review). Increased interaction in social settings for students with intellectual disabilities using peer mentors and visual supports.

Peer Reviewed/Evaluated (not blind review; currently submitted):

Hollingshead, A. (2017, Under Review). UDL: It's the same thing I'm already doing. In K. A. Lowrey & D. Edyburn (Eds., in progress). Critical Issues in Universal Design for Learning: Perspectives from the Field.

Presentations and Other Creative Activities:

Invited Presentations:

- Hollingshead, A. (2020, February). *Universal Design for Learning: Keynote Presentation*. Kellogg School district, Kellogg, ID.
- Hollingshead, A. (2019, November). Accessibility Panel: Universal Design for Learning-More Than Compliance (a panel presentation). Digital Accessibility Workshop: Working Together for Everyone. NorthWest Academic Computing Consortium, Portland, OR.
- Hollingshead, A. (2017, June). Designing engaging instruction within Universal Design for Learning framework. (a Keynote presentation). Learning by Design Conference, Coeur d'Alene, ID.
- Hollingshead, A. (2017, June). Designing engaging instruction within Universal Design for Learning framework. (a Keynote presentation). Learning by Design Conference, Pocatello, ID.
- Hollingshead, A. (2017, June). Designing engaging instruction within Universal Design for Learning framework. (a Keynote presentation). Learning by Design Conference, Boise, ID.
- Hollingshead, A. (2017, April). Designing engaging instruction for ALL learners: Universal Design for Learning framework (3 hour workshop). Federal Programs Conference, Boise, ID.
- Hollingshead, A. (2016, June). *Using technology to support balanced literacy approach*. Be a Reading Hero Conference, SESTA Idaho, Moscow, ID.
- Hollingshead, A. (2013, October). Instructional strategies that support academic engagement of students with autism and related disabilities. Idaho Council for Exceptional Children State Conference, Sun Valley, ID.
- Hollingshead, A. (2013, October). I have an iPad in my classroom. Now what?! Ideas for implementation to support social-communication skills within the UDL framework. Idaho Council for Exceptional Children State

- Conference, Sun Valley, ID.
- Carnahan, C. & Hollingshead, A. (2013, March). Meeting the vocabulary learning needs of students with mild to moderate disabilities: Considerations of language processing and executive functioning. *Vocabulary Workshop by University of Cincinnati's Literacy Research and Innovation Center*. Cincinnati, OH.
- Hollingshead, A., (2012, June). *Instructional strategies that support academic engagement of students with autism and related disabilities*. Presentation at the Louisiana Autism Spectrum and Related Disabilities Project Summer Institute, New Orleans, LA.
- Hollingshead, A., (2012, June). I have an iPad in my classroom. Now what?: Ideas for implementation to support social-communication skills. Presentation at the Louisiana Autism Spectrum and Related Disabilities Project Summer Institute, New Orleans, LA.

National Presentations

- Hollingshead, A. (2020, June). Universal Design for Learning and students with the most complex learning needs. Virtual presentation in lieu of :Pre-conference workshop at UDL-IRN Summit 2020, San Francisco, CA.
- Evmenova, A. S., Hollingshead, A., Lowrey, A., & Rao, K. (2019, March). *UDL in higher education: Exploring guidelines and checkpoints in existing literature*. UDL-IRN Summit 2019, Orlando, FL.
- Hollingshead, A. (2019, March). Complexity of engagement. UDL-IRN Summit 2019, Orlando, FL.
- Hollingshead, A. & Lowrey, K. A. (2019, March). Voices of experts in research on Universal Design for Learning. UDL-IRN Summit 2019, Orlando, FL.
- Hall, C., Dousey, T., Hollingshead, A. (2019, March). Boosting communication: Using point of view (POV) video for students with disabilities as a powerful communication piece with parents. Society for Information Technology & Teacher Education conference, Las Vegas, NV.
- Shurr, J., Jimenez, B., Carrero, K., & Hollingshead, A. (2019, February). *Using the four learning stages as the basis for research-based practice and instruction in autism and intellectual disability*. Presentation at the Council for Exceptional Children Annual Conference, Indianapolis, IN.
- Scheef, A., Hollingshead, A., & Voss, C. (2019, January). Peer support arrangements to promote positive post-school outcomes for students with disabilities. Presentation at the Council for Exceptional Children Annual Conference, Indianapolis, IN.
- Hollingshead, A. (2018, June). Cognitive and emotional engagement for students with significant cognitive disability defined by the experts. American Association on Intellectual and Developmental Disabilities conference, St. Louis, MO.
- Hollingshead, A., & Lowrey, K.A. (2018, June). *Voices of experts in Universal Design for Learning research*. American Association on Intellectual and Developmental Disabilities conference, St. Louis, MO.
- Hollingshead, A. (2018, April). Engaging instruction for pre-service general educators: Modeling UDL at a college level. UDL-IRN International Summit, Orlando, FL.
- Hollingshead, A., & Lowrey, K.A. (2018, April). Voices of experts in Universal Design for Learning. UDL-IRN International Summit, Orlando, FL.
- Hollingshead, A. & Barrio, B. (2017, April). Reaching out: Engaging paraprofessionals in rural communities. Presentation at the Council for Exceptional Children Annual Conference, Boston, MA.
- Hollingshead, A., Lowrey, K. A., & Howery, K. (2017, January). General education teachers' stories about UDL implementation and engagement in learning of students with moderate to severe disability. 18^h International Conference on Autism, Intellectual Disabilities, & Developmental Disabilities, DADD-CEC, Clearwater Beach, FL.
- Lowrey, K. A. & Hollingshead, A. (2016, August). *Do or not do; there is no try*. Presentation at the second annual CAST symposium, Cambridge, MA.
- Lowrey, K. A., Hollingshead, A., Howery, K., & Bishop, J. (2016, April). Teacher stories about UDL and students with intellectual disability. Presentation at the Council for Exceptional Children Annual Conference, St. Louis, MO.
- Karsky* J. & Hollingshead, A. (2016, January). Computer aided instruction to support social skills of adolescents with autism spectrum disorders. 17th International Conference on Autism, Intellectual Disabilities, & Developmental Disabilities, DADD-CEC, Honolulu, HI.
- Hollingshead, A. (2015, December). *Technology integration and student engagement: Rural teachers' perspectives*. Presentation at the TASH 2015 Annual Conference, Portland, OR.
- Hollingshead, A. & Barrio, B. (2015, December). *Culturally responsive strategies for engagement of students with severe cognitive disabilities*. Presentation at the TASH 2015 Annual Conference, Portland, OR.
- Hollingshead, A. & Barrio, B. (2015, November). Reaching out to paraprofessionals: Engaging professional development in rural communities. Presentation at the Teacher Education Division of the Council for Exceptional Children 2015 Annual Conference, Mission Palms, AZ.

- Owiny R., & Hollingshead, A. (2015, November). *UDL in a teacher preparation program.* Presentation at the Teacher Education Division of the Council for Exceptional Children 2015 Annual Conference, Mission Palms, AZ.
- Hollingshead, A., Servilio, K., & Hott, B. (2015, April). Supporting early career faculty through Partnerships that Enhance Practice (PEP). Presentation at the Council for Exceptional Children Annual Conference, San Diego, CA.
- Klein*, E., & Hollingshead, A. (2015, April). Common Core changing adaptive PE: Collaboration between special and physical educators. Presentation at the Council for Exceptional Children Annual Conference, San Diego, CA.
- Hollingshead, A. & Barrio, B. (2015, January). Culturally responsive strategies for engagement of students with severe cognitive disabilities. 16th International Conference on Autism, Intellectual Disabilities, & Developmental Disabilities, DADD-CEC, Clearwater Beach, FL.
- Hollingshead, A. & Erickson, N. (2015, January). Examining the effectiveness of technology-based intervention in an earth science class on student engagement and products of learning. 16th International Conference on Autism, Intellectual Disabilities, & Developmental Disabilities, DADD-CEC, Clearwater Beach, FL.
- Servilio, K., Hollingshead, A., & Hott, B. (2014, November). Supporting early career faculty through Partnerships that Enhance Practice (PEP). Presentation at the Teacher Education Division of the Council for Exceptional Children 2014 Annual Conference, Indianapolis, IN.
- Hollingshead, A., Streagle, K., & Barrio, B. (2014, November). Modeling Universal Design for Learning Principles in a College Classroom: A Means to Engage Pre-service Teachers. Presentation at the Teacher Education Division of the Council for Exceptional Children 2014 Annual Conference, Indianapolis, IN.
- Hollingshead, A. (2014, April). A phenomenological study of the experts on defining engagement. Presentation at the Council for Exceptional Children Annual Conference, Philadelphia, PA.
- Hollingshead, A. & Streagle, K. (2014, March). *Modeling Universal Design for Learning Principles in a College Classroom: A Means to Engage Pre-service Teachers*. UDL-IRN National Summit, Baltimore, MD.
- Hollingshead, A. & Carnahan, C. (2013, November). Involving teacher assistants with intellectual disabilities in the preparation of preservice educators. Presentation at the Teacher Education Division of the Council for Exceptional Children 2013 Annual Conference, Ft. Lauderdale, FL.
- Hollingshead, A. (2013, November). *Modeling Universal Design for Learning principles in a college classroom.*Presentation at the Teacher Education Division of the Council for Exceptional Children 2013 Annual Conference, Ft. Lauderdale, FL.
- Hollingshead, A. & Carnahan, C. (2013, December). *Involving teacher assistants with intellectual disabilities in the preparation of preservice educators*. Presentation at the TASH 2013 Annual Conference, Chicago, IL.
- Hollingshead, A. (2013, December). A phenomenological study of the experts on defining engagement. Presentation at the TASH 2013 Annual Conference, Chicago, IL.
- Hollingshead, A., Kroeger, S., Christman, J & Altus, J. (2013, April). Effectiveness of a behavior intervention package in an urban classroom. Presentation at the Council for Exceptional Children 2013 Annual Conference, San Antonio, TX.
- Hollingshead, A. (2012, November). Broadening the definition of engagement for students with significant disabilities. Presentation at the Teacher Education Division of the Council for Exceptional Children 2012 Annual Conference, Grand Rapids, MI.
- Christman, J., Hollingshead, A., Kroeger, S., & Altus, J. (2012, November). *Effectiveness of a behavior intervention package in an urban classroom*. Presentation at the Teacher Education Division of the Council for Exceptional Children 2012 Annual Conference, Grand Rapids, MI.
- Williamson, P., Carnahan, C., Snyder, K., & Hollingshead, A. (2012, November). *Analysis of critical teaching events: Preparing teachers of students with severe disabilities.* Presentation at the Teacher Education Division of the Council for Exceptional Children 2012 Annual Conference, Grand Rapids, MI.
- Hollingshead, A. (2012, April). Promoting the academic engagement of students with significant disabilities. Presentation at the Council for Exceptional Children 2012 Annual Conference, Denver, CO.
- Carnahan, C., Moomaw, S., Hollingshead, A., Williamson, P., & Meyer, H. (2012, April). Math instruction for students with ASD: Linking learning needs to instruction. Presentation at the Council for Exceptional Children 2012 Annual Conference, Denver, CO.
- Hollingshead, A. (2011, November). Preparing pre-service special education teachers for implementing engaging instruction: A review of literature. Presentation at the Teacher Education Division of the Council for Exceptional Children 2011 Annual Conference, Austin, TX.
- Carnahan, C., Williamson, P., & Hollingshead, A. (2011, April). Supporting balanced literacy for students with significant needs through technology. Presentation at the Council for Exceptional Children 2011 Annual Conference, National Harbor, MD.
- Snyder, K. & Hollingshead, A. (2011, April). A virtual coaching collaborative project: Preliminary findings.

- Presentation at the Council for Exceptional Children 2011 Annual Conference, National Harbor, MD.
- Hollingshead, A. (2011) Designing group instruction for students with significant disabilities integrating technology and unit planning, Presentation at 29th Annual Indiana ED Conference, CCBD, Nashville, IN.

State and Regional Presentations

- Hollingshead, A. (2018, October). Video modeling: Evidence based practice to combat behavioral and instructional needs. Idaho Council for Exceptional Children conference, Boise, ID.
- Hollingshead, A. (2018, October). Universal Design for Learning. Idaho CEC conference, Boise, ID.
- Hollingshead, A. (2018, March). *Universal Design for Learning: A comprehensive framework to ensure learning of all students*. Malcolm Renfrew Interdisciplinary Colloquium, University of Idaho.
- Hollingshead, A. (2017, April). Creating inclusive learning experiences through UDL. Active Learning Symposium, University of Idaho.
- Hollingshead, A., Streagle, K., Gallup, J., & Cox, A. (2016, September). Inclusion for students with autism and severe disabilities (a panel discussion). Idaho Council for Exceptional Children State Conference, Boise, ID.
- Hollingshead, A. (2016, September). *Student engagement in UDL*. Idaho Council for Exceptional Children State Conference, Boise, ID.
- Hollingshead, A. (2016, September). Beyond video modeling- A make and take session. Idaho Council for Exceptional Children State Conference, Boise, ID.
- Hollingshead, A. (2015, October). Designing instruction using the principles of structured teaching. Part 1 & 2. Idaho Council for Exceptional Children State Conference, Boise, ID.
- Hollingshead, A. (2015, October). Beyond video modeling: The next generation. Idaho Council for Exceptional Children State Conference, Boise, ID.
- Hollingshead, A. & Barrio, B. (2015, February). Reaching out to paraprofessionals: Engaging professional development in rural communities. 11th Annual Globalization, Diversity, and Education Conference, Spokane, WA.
- Hollingshead, A. (2014, October). Engaging communication strategies: Low and high tech ideas. Part 1 & part 2. Idaho Council for Exceptional Children State Conference, Boise, ID.
- Hollingshead, A. (2012, November). Designing group instruction for students with ASD. Ohio Center for Autism and Low Incidence Conference, Columbus, OH.
- Hollingshead, A. (2012, November). I have an iPad: Ideas for implementation to support social-communication skills. Ohio Center for Autism and Low Incidence Conference, Columbus, OH.
- Hollingshead, A. (2012, August). Implementing technology to design engaging group instruction for students with autism spectrum disorders. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A. (2012, August). Setting up an environment for engagement in learning. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Birri, N., & Hollingshead, A. (2012, August). *Using technology to teach social skills to people with ASD.* Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A. (2012, February). Promoting the academic engagement of students with significant disabilities. Research Spring Conference, Cincinnati, OH.
- Hollingshead, A. (2011, November). *Increasing engagement of students with ASD during group instruction.* Ohio Center for Autism and Low Incidence Conference, Columbus, OH.
- Carnahan, C., Williamson, P. & Hollingshead, A. (2011, November). Supporting balanced literacy for students with significant needs through technology. Ohio Center for Autism and Low Incidence Conference, Columbus, OH
- Snyder, K. & Hollingshead, A. (2011, August). A virtual coaching collaborative project: Preliminary findings. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A., & Leicht, M. (2011, August). *Engagement across lifespan*. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A., & Christman, J. (2011, August). Beyond Video Modeling: The Next Generation. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Snyder, K. & Hollingshead, A. (2011, February). A virtual coaching collaborative project: Preliminary findings. Research Spring Conference, Cincinnati, OH.
- Carnahan, C., Williamson, P., & Hollingshead, A. (2010, November) *Balanced literacy and tech for students with significant disabilities.* Ohio Center for Autism and Low Incidence Conference, Columbus, OH..
- Carnahan, C., Basham, J., Christman, J., & Hollingshead, A. (2010, November). *Beyond video modeling: The evidence is in, but what is next?* Ohio Center for Autism and Low Incidence Conference, Columbus, OH.

- Hollingshead, A. (2010, August). Designing group instruction for ASD students: Utilizing alternate assessment applications, technology, and hands-on activities. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A., & Even, C. (2010, August). *Integrating video across the school day: Video modeling, instruction, staff training, and reinforcement*. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A., & Snyder, K. (2009, August). *Using rules and routines to support individuals with ASD*. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.
- Hollingshead, A. (2009, August). *Using data in the classroom to get you to your goal*. Regional Autism Advisory Council (RAAC) Summer Institute, Cincinnati, OH.

Grants and Contracts Awarded:

Submitted (\$)

Current (\$5500)

- Hollingshead, A. (Awarded \$1500, January, 2021). Exploring Universal Design for Learning Framework in an Online Class. *Teaching Innovation Program. Center on Teaching and Learning, University of Idaho.*
- Scheef, A., & Hollingshead A. (Awarded \$4000, September, 2019). Vandal QUEST: Inclusive postsecondary opportunities at the University of Idaho. *Steppingstones, Inc.*

Completed (\$56,027.14)

- Hollingshead, A. & Haltinner, K. (Awarded \$4998, summer 2017). Cultural competency and Universal Design for Learning: Providing relevant instruction to all students. *College of Education and College of Letters, Arts, and Social Sciences Funding, University of Idaho.*
- Hollingshead, A. (Awarded \$2000, December 2013). It is More than Pierogies: Engaging students in exploration of diversity Through Teaching and Sightseeing in Poland. *International Programs, University of Idaho*.
- Hollingshead, A. (Awarded \$18,544.41, September 2014). Engaging special education teachers from rural areas: A virtual community of practice to share technology implementation ideas. *Doceo Center for Innovation & Learning, University of Idaho*.
- Barrio, B., & Hollingshead, A. (Awarded \$5000, May 2014). Reaching out to paraprofessionals: Engaging professional development in rural communities. *Washington State University College of Education Faculty Funding*.
- Hollingshead, A. & Barrio, B. (Awarded \$5000, May 2014). Reaching out to paraprofessionals: Engaging professional development in rural communities. *University of Idaho College of Education Faculty Funding*.
- Hollingshead, A., Carson, J., Wappett, M. (Awarded \$15,000, October 2013). Systematic Integration of Technology for STEM Support in a Special Education Classroom (SIT STEM). Doceo Center for Innovation and Learning, University of Idaho.
- Hollingshead, A., & Servilio, K. (Awarded \$1,500, November 2013). Partnerships that Enhance Practice (PEP). *A mini grant funded by the Teacher Education Division of CEC*.
- Carnahan, C., Williamson, P., Hollingshead, A., Snyder, K., & Tan, C. (Awarded, \$2000, April 2012). What's the difference? Evaluating iPads, Laptops, and Traditional Books to promote engagement and learning for individuals with autism spectrum disorders. *College of Education, Criminal Justice, and Human Services Instructional Research and Development Technology Grant, University of Cincinnati.*
- Carnahan, C., Williamson, P., Snyder, K., Hollingshead, A., & Li, X. (Awarded \$1985, April 2012). Virtual coaching: A new model of providing support to pre-service teachers in the field. *College of Education, Criminal Justice, and Human Services Instructional Research and Development Technology Grant, University of Cincinnati.*

Denied (\$3,257,633.94)

- Scheef, A., Hollingshead, A., & Carson, J. (Denied \$483,676, September 2020). University of Idaho Vandal QUEST Program- Model Transition Program. Transition and Postsecondary Programs for Students with Intellectual Disabilities (TIPSID), U.S. Department of Education.
- Scheef, A., Hollingshead, A., Raney, T., Carson, J., & Hannon, L. (Denied \$30,333.54, January 2019). Vandal QUEST: Inclusive Post-Secondary Education at the University of Idaho. *Vandals Ideas Project, University of Idaho*.
- Hollingshead, A. (Denied \$11,659.08, April 2018). Implementation of Universal Design for Learning: Experts in the Field. SEED grant, University of Idaho.

- Davies, M., Yopp, D., & Hollingshead, A. (Denied \$648,593, 2017). The national rural education research center on professional development: A research-practitioner partnership. *IES*.
- Hollingshead, A., Fodor, J., & Hall, C. (Denied \$30,000.00; June 2017). Effective professional development for rural educators of students with autism spectrum disorders. *Organization for Autism Research*.
- Hollingshead, A. & Hall, C. (Denied \$30,000.00; June 2016). Effective professional development for rural educators of students with autism spectrum disorders. *Organization for Autism Research*.
- Lowrey, K. A. (PI), Carnahan, C. (subcontractor), & Hollingshead, A. (subcontractor). (Denied \$697.899.00; May 2016) Ensuring A Seamless Youth Transition (E.A.S.Y.-T). NIH R34. 2016-2019
- Fodor, J. & Hollingshead, A. (Denied \$249,945.32; June 2016). Doctoral preparation in special education with emphasis in autism spectrum disorders and other neurodevelopmental disabilities. OSEP CFDA Number: 84.325D.
- Fodor, J., Hollingshead, A., Wappett, M. (Denied \$192,415.00; August 2014). Doctoral preparation in special education with emphasis in autism spectrum disorders and other neurodevelopmental disabilities. OSEP CFDA Number: 84.325D.
- Hollingshead, A. & Kimmons, R. (Denied \$187,644; July 2014). An engaging induction model for secondary level early career in-service teachers. *The Arthur Vining Davis Foundations*.
- Lowrey, K. A. (PI), Carnahan, C. (subcontractor), & Hollingshead, A. (subcontractor). (Denied \$695,469.00; July 2014) Ensuring A Seamless Youth Transition (E.A.S.Y.-T). NIH R34. 2014-2017

SERVICE:

Major Committee Assignments:

- University of Idaho Tenure and Promotion Committee Member (2021)
- EHHS College Curriculum Committee (2020- present)
- Tenure and Promotion Committee Member/ Chair: Department of Curriculum and Instruction (2017-present)
- Tenure and Promotion Committee Member: CEHHS (2019)
- Dismissal Hearing Panel, University of Idaho (2019)
- University of Idaho Honors Program Internal Advisory Council (2019)
- University Curriculum Committee (2019-present)
- Faculty Appeals Hearing Board, University of Idaho (2017-2019)
- Special Education program coordinator (2017- present)
- Search Committee Chair for special education tenure track position (2016)
- Search Committee member for the Associate Dean of the College of Education (2017)
- Graduate Research and Policy Committee; Chair of the committee (2016-2017)
- Academic Hearing Board, University of Idaho (2014-2015)
- Teacher Education Coordination Committee, University of Idaho (2014- present)
- University of Idaho College of Education Building Redesign Team; faculty participant (2014-2016)
- Graduate Research and Policy Committee; department representative (2013-2016)
- Mentor faculty to first year female student; University of Idaho, Women's Center (2014-2015).
- Doctoral Program in Special Education planning committee (2013-present)
- Advanced Studies Committee (2013-present)
- Core Education Program Committee (2013-present)
- Special Education Program Committee 2013- present)
- Search Committee for the instructor at the DOCEO Center (2013)
- Mentor Teacher to Special Education Interns from University of Cincinnati, OH (2009-2011)
- Faculty Advisor- Idaho Tri-Universities Student Chapter of CEC (2013-2015)
- Council for the Accreditation of Educator Preparation, a member of University of Cincinnati's Transformation Initiative Steering Committee (2012)
- A reviewer for the Ohio Fairness and Sensitivity Committee on Alternate Assessments revised for the Common Core State Standards, Columbus, OH (2012)
- Regional Autism Advisory Committee, Training Committee, Cincinnati, OH (2011-2013)
- Autism Society of Greater Cincinnati, Educational Committee Member, Cincinnati, OH (2009-2013)

Professional and Scholarly Organizations

- The Association for Persons with Severe Handicaps (TASH), (2012-2018)
- American Association on Intellectual and Developmental Disabilities (AAIDD), (2016-2018)
- American Psychological Association, Division of Educational Psychology (2012-2013)

- Universal Design for Learning Implementation Research Network (UDL-IRN), (2011- present)
- Council for Exceptional Children (CEC), (2007-present):
 - Division for Autism and Developmental Disabilities,
 - Council for Children with Behavioral Disorders,
 - Division of Research,
 - Teacher Education Division,
 - Innovations in Special Education Technology (formerly Technology and Media)
- Idaho Council for Exceptional Children, (2013- present)
- Idaho CEC Division for Autism and Developmental Disabilities, (2013-2020)

Offices Held in Professional Organizations/Service

- Vice-President for Innovations in Special Education Technology (ISET) division of the Council for Exceptional Children (2021)
- A member of board of directors for Education Northwest (Idaho representative) (2019-present)
- A member of the governing board for Regional Education Laboratory Northwest (REL Northwest) (2019present)
- A representative for Innovations in Special Education Technology (ISET) to the Council for Exceptional Children Representative Assemby (2019- 2020)
- An Idaho representative to the CEC Representative Assembly (2019)
- A treasurer of the Idaho CEC Division for Autism and Developmental Disabilities (2018-2020)
- A past President of the Idaho CEC Division for Autism and Developmental Disabilities (2017)
- A President of the Idaho CEC Division for Autism and Developmental Disabilities (2016)
- An Idaho representative to the CEC Representative Assembly (2016-2017)
- An Advisory Board member and Professional Development Committee member at the UDL-IRN (2015present)
- A President Elect of the Idaho CEC Division for Autism and Developmental Disabilities (2015)
- Chair of the TED Early Career SIG (2014-2015)
- A secretary to TED Early Career SIG (2012- 2013)
- A Vice-President of the Idaho CEC Division for Autism and Developmental Disabilities (2014-2015)
- A faculty advisor for Idaho Student Chapter of CEC (2013-2016)

Editorial Service

- Associate Editor, FOCUS on Autism and Other Developmental Disabilities journal (2020- present)
- Editorial Board Member, FOCUS on Autism and Other Developmental Disabilities journal (2013 present)
- Ad-hoc reviewer for Action Research journal (2013)
- A Guest Reviewer for the FOCUS on Autism and Other Developmental Disabilities journal (2012-2013)
- A Guest Reviewer for the Journal of International Special Needs Education (2015-present)
- A Guest Reviewer for the *Remedial and Special Education* (2016- present)
- A Guest Reviewer for the *Rural Special Education Quarterly* (2017-present)
- A Guest Reviewer for the Journal of Online Learning Research (2017- present)
- A Guest Reviewer for the Journal of Teacher Education (2019-present)
- A Manuscript Reviewer for Division on Autism and Developmental Disabilities Online Journal (conference proceedings; 2015-present)

International Service

- Social Work Center, Internship, Bytom, Poland (2002)
- Polish Secretary of Internal Affairs, Internship, Warsaw, Poland (2002)
- Service Civil International Volunteer Organization, Germany, the Netherlands, Latvia (1999-2001)

Proposal Reviewing

- Division on Autism and Developmental Disabilities, general session proposal reviewer, (2017-present)
- UDL IRN Annual Summit, general session proposal reviewer, (2015-present)
- Teacher Education Division of the Council for Exceptional Children, general session proposal reviewer, (2012-2015)

- Kaleidoscope session during TED conference, graduate student poster presentation reviewer, (2013-2015)
- Kaleidoscope session for TED conference, proposal reviewer, (2012-2016)
- Kaleidoscope session for CEC conference, proposal reviewer, (2012-2016)
- National Professional Development Center on Autism Spectrum Disorders, a trainee and article reviewer, 2012

Misc. Service

- University of Idaho Athena Mentorship Program Mentor to a Junior Faculty (2020-2021)
- Special Education Director of Graduate Studies (2016- present)
- Special Education Program Coordinator (2017-present)
- Curriulum and Instruction representative to the Program Prioritization ranking process (2017)
- Inclusive Education Task Force of the Idaho Council on Developmental Disability (2015-2016)
- A reviewer for the Ohio Fairness and Sensitivity Committee on Alternate Assessments revised for the Common Core State Standards (2012)

OUTREACH SERVICE:

Popular Press

- Halas, M. (06.13.2016). American students taught English at a local high school. Zycie Bytomskie, a local Polish newspaper.
- Halas, M. (06.02.2014). American professor from Bytom. Zycie Bytomskie, a local Polish newspaper.
- Nowacka-Goik, M. (05.30.2014). "Smoleniaczka" from America". Dziennik Zachodni, a regional Polish newspaper.
- College of Education January 2014 Newsletter. Alex Hollingshead spent part of her winter break in Poland, where she is planning a faculty-led study abroad opportunity for students.

Technology

- Engaging special education teachers from rural areas: A virtual community of practice to share technology implementation ideas. Funded by the *Doceo Center for Innovation and Learning, University of Idaho.*
- Systematic Integration of Technology for STEM Support in a Special Education Classroom (SIT STEM)outreach project in Moscow City Schools. Funded by the Doceo Center for Innovation and Learning, University
 of Idaho.

Workshops

- Chapman, E., Hollingshead, A., & Taylor, A. (November, 2020) Keeping it accessible; keeping it inclusive. CETL professional development workshop for faculty at the University of Idaho, Moscow, ID.
- Chapman, E., Hollingshead, A., & Taylor, A. (July, 2020). Making HyFlex, online, and other classes accessible
 and inclusive. CETL professional development workshop for faculty at the University of Idaho, Moscow, ID.
- Hollingshead, A. (October, 2019). Unpacking UNIVERSAL in Universal Design for Learning for students with most complex learning needs. *Infinitec webinar series*, Chicago, IL.
- Hollingshead, A. (October, 2019). Unpacking DESIGN in Universal Design for Learning for students with most complex learning needs. *Infinitec webinar series*, Chicago, IL.
- Hollingshead, A. (November, 2019). Unpacking LEARNING in Universal Design for Learning for students with most complex learning needs. *Infinitec webinar series*, Chicago, IL.
- Hollingshead, A. (September, 2018). Facilitating inclusion using the UDL framework. *A professional development workshop for teaching staff*, Moscow School District, Moscow, ID.
- Hollingshead, A. (August, 2018). Facilitating inclusion using the UDL framework. A professional development workshop for special education staff, Kellogg, Wallace, Mullan, ID.
- Hollingshead, A. (February, 2018). Creating inclusive learning experiences through UDL. A professional development workshop for faculty at the University of Idaho, Moscow, ID.
- Hollingshead, A. (January, 2018). Creating inclusive learning experiences through UDL. A professional development workshop for faculty at the University of Idaho, Moscow, ID.
- Hollingshead, A. (March, 2017). Universal Design for Learning and student engagement. A professional development workshop for faculty at the University of Idaho, Moscow, ID.
- Hollingshead, A. (December, 2016). Universal design for learning and student engagement. *An invited workshop for special education teachers in Lake Pend Orielle School District*, Sandpoint, ID.

- Hollingshead, A. (December, 2016). Visual supports in the classroom. An invited workshop for teachers and paraprofessionals in Moscow School District, Moscow, ID.
- Hollingshead, A. (October, 2016). Universal design for learning and student engagement. *An invited workshop for Region 1 and Region 2 special education directors*, Coeur d'Alene, ID.
- Hollingshead, A. (October, 2016). Universal design for learning and student engagement. *An invited workshop for special education teachers in Kelllogg, Mullan, and Wallace school districts.* Kellogg, ID.
- Hollingshead, A. (September, 2016). Multiple means of engagement. A state-wide UDL symposium, Coeur d'Alene. ID.
- Hollingshead, A. & Barrio, B. (August, 2015). Setting up for a successful school year: Strategies for behavior management. A professional development workshop for paraprofessionals from rural areas-project funded by the WSU and Uof I Colleges of Education Faculty Funding.
- Hollingshead, A. & Barrio, B. (April, 2015). Strategies for meaningful inclusion and collaboration: How to
 facilitate social acceptance of students with disabilities. A professional development workshop for
 paraprofessionals from rural areas-project funded by the WSU and Uof I Colleges of Education Faculty
 Funding.
- Hollingshead, A. & Barrio, B. (January, 2015). The principles of structured teaching to support behavior
 management, communication, and small group instruction. A professional development workshop for
 paraprofessionals from rural areas-project funded by the WSU and Uof I Colleges of Education Faculty
 Funding.
- Hollingshead, A. & Barrio, B. (November, 2014). Assistive technology supports and evidence-based practices
 for students with learning disabilities, autism, and intellectual disabilities. A professional development workshop
 for paraprofessionals from rural areas- project funded by the WSU and Uof I Colleges of Education Faculty
 Funding.
- Carnahan, C. & Hollingshead, A. (2013). Meeting the vocabulary learning needs of students with mild to
 moderate disabilities: Considerations of language processing and executive functioning. Vocabulary Workshop
 by University of Cincinnati's Literacy Research and Innovation Center. Cincinnati, OH.
- Hollingshead, A. (2012). Planning for playdates for children with autism spectrum disorders. A workshop for parents of children with autism by the Greater Cincinnati Autism Society.

Other:

- Hollingshead, A. (2019, August). A panel participant for UDL IRN webinar titled Network and Learn Series: UDL and Space Design.
- Hollingshead, A. (2016, September). A host for UDL IRN webinar titled Network and Learn Series: The UDL Research Base: Current Trends and Implications.
- Hollingshead, A. (2016, January). A host for UDL IRN webinar titled UDL Myths and Realities for Students with Severe Intellectual Disability.

Awards:

- Excellence in Outreach and Engagement Award nomination, University of Idaho, 2016.
- Excellence in Outreach and Engagement Award nomination, University of Idaho, 2017.

PROFESSIONAL DEVELOPMENT

Teaching:

- Indian Education, Professional Development Course, University of Idaho, December 2020.
- Student Success Conference, University of Idaho, May 2018.
- Active Learning Symposium, University of Idaho, April 2017.
- Screencasting. Doceo Center for Innovation and Learning, February 2017.
- Advising Symposium, University of Idaho, August 2016.
- Teaching with Emerging Technologies: Google Content workshop. Doceo Center for Innovation and Learning, October 2013
- Multimodal Assignments workshop. Doceo Center for Innovation and Learning, November 2013

Scholarship:

- Finding Funding workshop. University of Idaho, fall 2014.
- NVivo Webinar: Mixed Methods Research: Analyzing Survey Data with NVivo, fall 2013

• Grant Writing workshop, University of Idaho, summer 2013

Administration/ Management:

- Univeristy of Idaho Leadership Academy, 2017-2018.
- University of Idaho Athena Mentorship Program Mentor to a Junior Faculty (2020-2021)

CURRICULUM VITAE

University of Idaho

NAME: Vanessa Anthony-Stevens DATE: 1.14.22

RANK: Associate Professor

DEPARTMENT: Curriculum & Instruction

OFFICE LOCATION AND CAMPUS ZIP:

ED 205, 875 Perimeter Drive MS 3080 Moscow, ID 83844-3080

WEB: https://www.uidaho.edu/ed/ci/faculty/vanessa-anthony-stevens

EMAIL: vstevens@uidaho.edu

DATE OF FIRST EMPLOYMENT AT UI: January 1, 2015

DATE OF TENURE: 2020-2021

DATE OF PRESENT RANK OR TITLE: June 24, 2021

EDUCATION:

Ph.D. (2013) University of Arizona, Language, Reading & Culture

Specialization: Education and Anthropology

Committee: Dr. Leisy Wyman (Chair), Dr. Perry Gilmore, Dr. Norma Gonzalez, and Dr. Sheilah Nicholas Doctoral Dissertation: *Indigenous Students, Families, and Educators Negotiating School Choice And Educational Opportunity: A Critical Ethnographic Case Study of Enduring Struggle and Educational Survivance*

in a Southwest Charter School

M.A. (2008) University of Arizona, Language, Reading & Culture

B.A. (1999) Marquette University, Sociology

EXPERIENCE:

Teaching and Research Appointments:

Associate Professor of Social and Cultural Studies, Department of Curriculum & Instruction, University of Idaho, Moscow, ID, 2021-present.

Assistant Professor of Social and Cultural Studies, Department of Curriculum & Instruction, University of Idaho, Moscow, ID, 2015-2021.

Affiliate Faculty, American Indian Studies, Department of Sociology & Anthropology, University of Idaho, Moscow, ID, 2015-present

Director, Indigenous Knowledge for Effective Education Program (IKEEP), Department of Curriculum & Instruction, University of Idaho, Moscow, ID, 2016-2021.

Adjunct Faculty, San Carlos Apache College (SCAC), San Carlos, AZ. 2020.

Invited Instructor, American Indian Language Development Institute (AILDI), Department of Teaching, Learning and Sociocultural Studies, University of Arizona, Tucson, AZ. 2018/2019.

Assistant Professor of Practice, Department of Teaching, Learning and Sociocultural Studies, University of Arizona, Tucson, AZ, 2013-2014.

Adjunct Faculty, Tohono O'odham Community College (TOCC), Sells, AZ, 2013-2014.

Program Coordinator, Project SEED (Scholarships for Education and Economic Development - Strengthening

Mexican Indigenous elementary school education for teachers and teacher-coaches), Department of Teaching, Learning and Sociocultural Studies, University of Arizona, Tucson, AZ, 2010-2014.

Classroom Teacher, Ha:sañ Middle School, Ha:sañ Educational Services. Tucson, AZ. 2006-2010.

Classroom Teacher, San Carlos Unified School District, San Carlos, AZ, 2004-2006.

Non-Academic Employment including Armed Forces:

Peace Corps Volunteer, Urban Youth Development/Education, Asuncion, PY, 2002-2004.

AmeriCorps Volunteer, Boys Hope Girls Hope, Residential Counselor, Jacksonville, FL and Baltimore, MD. 1999-2001.

Consulting:

Braided Education Consulting in collaboration with Grand Coulee Dam School District, Grand Coulee, WA, 2020-2021.

Education Consultant, Coeur d'Alene Tribal Department of Education State Tribal Education Partnership (STEP), Plummer, ID. 2016-2020.

Education Consultant and Subject Matter Expert, Office of Indian Education, State Board of Education, Boise, ID. 2017-present.

TEACHING ACCOMPLISHMENTS:

Areas of Specialization: Diversity & Equity in Teacher Preparation and Leadership, Indigenous Education, Language, Power and Identity in Education, Anthropology of Education, Indigenous and Decolonial Research

Courses Taught:

University of Idaho

Teaching Culturally Diverse Learners, EDCI 302, 2015-present

Social Studies Methods for Elementary Educators, EDCI 328, 2015-present

Indigenous, Decolonizing, and Action Research Methods, ED 504, 2021

Mentorship for Future Indigenous Teachers, EDCI 404, 2019

Introduction to Indigenous Pedagogies, EDCI 404/504, 2017

Advanced Teacher Research, EDCI 404, 2017

Teacher Research, EDCI 404, 2016

Race and Education, EDCI 404, 2016, 2019

Language and Culture in Education: Inquiry into language research in education, EDCI 499, 2015

Indigenous and Decolonizing Research Methodologies, ED 591, 2018-2020

Mentorship for Future Indigenous Teachers, EDCI 404, 2019

Ways of knowing module in interdisciplinary research, WR 506, 2016

Race and Education, EDCI 504, 2016, 2019

Introduction to Indigenous Thought, EDCI 504, 2015

Research on preparing teachers for diversity: Theory and practice for educational equity, EDCI 502, 2015

University of Arizona

Creating Language and Cultural Resources for Teaching, TLS 480/LRC 580, 2018

Methods of Structured English Immersion, LRC 517, 2014

Language, Culture and Race in Education, LRC 204, 2013

Language and Culture in Education, LRC 504, 2013

Special Topics in Language, Reading and Culture: Intercultural education – Perspectives in Indigenous Education throughout the Americas, LRC 595a, 2013

Foundations of Social Theory (Teaching Assistant), LRC 796, 2012

Courses Developed:

University of Idaho

Decolonizing, Indigenous, and Action-Based Research Methods, ED 504, 2021
Professional Mentorship for Future Indigenous Teachers, EDCI 404/504, 2019
Indigenous and Decolonizing Research Methodologies, ED 591, 2018
Introduction to Indigenous Pedagogies, EDCI 404/504, 2017
Digital Storytelling, SOC/ANTH/AIST 404/504, 2017 (co-teacher with R. Pilgeram, R. Meeuf and P. Stevens)

Professional Development Credit Tribal Sovereignty (1cr), EDCI 505-02, 2021 Introduction to Indian Education in Idaho (1 cr), EDCI 505-07, Spring 2021 Culturally Responsive Curriculum Design (2 cr), EDCI 505-112, Spring 2021

Race and Education, EDCI 404/504, 2016, 2019

University of Arizona

Creating Language and Culture Resources for Teaching, TLS480/LRC580, 2018 (University of Arizona) Special topics in Language, Reading and Culture: Intercultural education – Perspectives in Indigenous Education throughout the Americas, LRC 595a, 2013

Graduate Advising:

Masters of Education, Major Professor

Eulalia Gallegos-Buitron, Med (cert emphasis), 2019 Rebekka Boysen-Taylor, MEd, 2019 Jennifer Baker, MEd (cert emphasis), 2020 Benjamin Doucette, MEd, 2021 Chrystyna Hernandez, MEd (cert emphasis/IKEEP), 2021 Calleigh LeFountaine, MEd (cert emphasis/IKEEP), 2021 Kendra Keen, MEd, 2019 Jessica Matsaw, MEd (cert emphasis/IKEEP), 2019 Bobbie Decker-Penny, MEd (IKEEP), 2020 Sienna Reuben, MEd (cert emphasis/IKEEP), 2021 Camille Wynecoop, MEd (cert emphasis/IKEEP), 2019

Doctoral, Major Professor

Graduated:

Shawn Campbell-Daniels, EdD, 2021, Dissertation Title: "Culturally Responsive/Relevant Professional Development: Impacts on Pre-service and In-service Educator Perceptions and Practice"

Angel Sobotta, PhD in Curriculum & Instruction, 2022. Dissertation Title: "Titwáatit, Nimipuutímt, Wéetes: Ceptemelíxnikt Nimipuuwíitki kaa Cukwenéewit/The Stories, Niimiipuu People's Language, Land: Investigating The Nez Perce People's Way of Thinking and Knowing"

Eulalia Gallegos-Buitron, PhD in Curriculum & Instruction, 2022. Dissertation Title: "The K-12 Experiences of Latinx Students and Families in Southwest Idaho"

Laura Laumatia, PhD in Curriculum & Instruction, 2022. Dissertation Title: "Navigating New Waters: A Case Study of Settler Colonialism and the Role of Research in the Coeur d'Alene Tribe's Legal Fight to Protect its Homeland"

Lysa Salsbury, PhD in Curriculum & Instruction, 2023

In Progress:

Rebekka Boysen-Taylor, PhD, 2023

Iva Moss, PhD, 2024

Thomas Randolph, Co-Major Professor, PhD in Environmental Science, 2022

Graduate Committee Membership:

Paulina Griñó (Teaching and Teacher Education), Committee Member, PhD, 2018 (University of Arizona) Melanie Fillmore (Political Science), Committee Member, MA, 2019 (Boise State University) Martha Griselda Valencia Sánchez, Committee Members, MA, 2018 (Universidad Mayor de San Simón) Sammy J. Matsaw. (Water Resources), Committee Member, PhD, 2020 Justin Scoggen (Curriculum & Instruction), Committee Member, PhD, 2023 Emilija Javanovska (Curriculum & Instruction), Committee Member, PhD, 2024 Sarah Quallen (Curriculum & Instruction), Committee Member, PhD, 2024 Avery Old Coyote (Water Resources), PhD, 2024

Non-credit Classes, Workshops, Seminars, Invited Lectures, etc.:

Anthony-Stevens, V. "Addressing Race in Educational Research" (December 8, 2021), Invited Speaker, EHHS Toward Critical a Consciousness Series, University of Idaho. Moscow, ID. (virtual)

Anthony-Stevens, V. *Indigenous Educational Sovereignty and Allyship* (October 27, 2021). Invited Speaker, College of Idaho, Caldwell, ID. (virtual).

Anthony-Stevens, V. Anti-racism in Teaching and Administration (October 5 & 6, 2021). Workshop presenter, College of Science Equity and Diversity Certificate Program, University of Idaho, Moscow, ID. (virtual)

Anthony-Stevens, V. "Are we in this together? In search of the common good in education. (September 21, 2021). Lecture prepared for the Moscow Human Rights Commission, Moscow, ID.

Anthony-Stevens, V., Stevens, P., Eitel, K., & Penney, S. Co-Constructing Indigenous Research and Leadership in STEM Education (April 9, 2021). Speaker, Malcom Renfrew Interdisciplinary Colloquium, University of Idaho, Moscow, ID. (virtual)

- Anthony-Stevens, V., Stevens, P, & Braided Education Consulting. *Racial Justice and Equity Frameworks* (2020-2021), Facilitator, Grand Coulee Dam School District, Grand Coulee, WA. (virtual)
- Anthony-Stevens, V. "They Need to See Teachers Like Me": Transforming the Teacher Workforce (November 5, 2020), Organizer and Moderator, EHHS Diverse Dialogues Series, University of Idaho. Moscow, ID. (virtual)
- Anthony-Stevens, V., & Stevens, P. *Indigenous Education: Indigenous Knowledge Systems, Learning, and Alliances* (August 18, 2020), Invited Workshop in collaboration with Braided Education Consulting, Grand Coulee Dam School District, Grand Coulee, WA. (virtual)
- Anthony-Stevens, V. Supporting Native American Student in STEM: From deficit to strength (August 4, 2020), Invited Speaker, Idaho STEM Action Center, Boise, ID. (virtual)
- Anthony-Stevens, V. What is culturally responsive teaching? (November 4, 2019), Invited Speakers Series, Center for Excellence in Teaching and Learning, University of Idaho. Moscow, ID.
- Anthony-Stevens, V. Supporting Indigenous students in STEM: from deficit to strength (July 31, 2019), Invited Speaker, Boise State University, Idaho Diversity Network. Boise, ID.
- Anthony-Stevens, V. (March, 23, 2019). *Cultivating alliances: Supporting Indigenous educational sovereignty*. Invited Speaker, Eastern Washington Climate Science Workshop, Pacific Education Institute. Spokane, WA.
- Anthony-Stevens, V. (March 21, 2018). Why decolonization matters to all of us. Invited Speaker, Circle of Scholars, North Idaho College. Coeur d' Alene, ID.
- Anthony-Stevens, V. & Stevens, P. (November 9, 2017). *Cultivating alliances: Engaging the value of Indigenous knowledge*. Presenter, University of Idaho Tribal Summit on Education: University and Tribal Partnerships.

Moscow, ID.

- Anthony-Stevens, V., & Wheeler, A. (June 12-13, 2017). Essential understandings for Idaho Tribes and conceptual framework for culturally sustaining pedagogy. Plenary Speech, Idaho Indian Education Summit. Boise, ID.
- Anthony-Stevens, V. (February 13-16, 2017). Soberanía educativa: concepto y acción desde el norte. Encuentro International de Experiencias Docentes Bilingües e Interculturales y sus desafíos. Escuela Normal Bilingüe e Internacional de Oaxaca. San Jerónimo Tlacochahuaya, Tlacoluca, Oaxaca, MX.
- Anthony-Stevens, V. (June 13-14, 2016). *Culturally responsive teacher education*. Idaho State Department of Indian Education Summit, Boise, ID.
- Anthony-Stevens, V. (May 12, 2016). *La cultura en el plan y programa de estudios*. Escuela Primaria "Niños Héroes" de la comunidad de San Pedro Quiatoni. Tlacolula, Oaxaca, MX.
- Anthony-Stevens, V. & Gonzalez, A. V. (April 20, 2016). How our identities influence our perception of the world: Conversations around bias and privilege. 2016 Cultural Literacy and Competency Symposium, University of Idaho. Moscow, ID.
- Anthony-Stevens, V. (June 10-11, 2015). Non-Native teachers working with Native students; (2) Strengthening multi-Cultural curriculum in the classroom. Idaho State Department of Education's Indian Education Summit. Boise, ID.
- Cassanova, S., O'Connor, B., & Anthony-Stevens, V. (April 8, 2015). Ecologies of adaptation for Mexican Indigenous immigrant children and families. Interdisciplinary Seminars on Transborder Studies, Program for Transborder Communities, Arizona State University. Tucson, AZ.
- Anthony-Stevens, V. (April 24, 2014). Cultivating both/and schooling opportunities for Indigenous Students: Research, projects and teaching paradigms of hope within constraining landscapes. Department of Curriculum & Instruction, University of Idaho. Moscow, ID.
- Anthony-Stevens, V., Jimenez, F., Ignacio, Y. (March 28, 2014). A hybrid approach to strengthening Indigenous education: working the hyphens of decolonizing consciousness, bilingual/intercultural teaching methodologies and compliance with public policy. Invited colloquium presentation, Department of Second Language Acquisition and Teaching, University of Arizona. Tucson, AZ.
- Anthony-Stevens, V. (March 21, 2014). Construyendo las identidades de estudiantes en base de sus fortalezas: Imaginando identidades tanto/y con estudiantes indígenas dentro de un terreno restringido. University of Arizona US-Latin America Graduate College Initiatives. Tucson, AZ.
- Anthony-Stevens, V. & Sarificio, D. (June 8, 2010). Braiding your knowledge: An experiment braiding Science and Native language in a middle school Science classroom. American Indian Language Development Institute (AILDI), University of Arizona. Tucson, AZ.

Honors and Awards:

Dr. Arthur Maxwell Taylor Excellence in Diversity Award, University of Idaho, Nominee.
Diversity Teaching Research Award, American Association of Colleges for Teacher Education
(AACTE), Nominee.
Andrew Carnegie Early Career Fellowship, Nominee.
Recipient of Alumni Mentor Award, Alumni Awards of Excellence, University of Idaho.
Recipient of Peace Corps Coverdell Fellowship, University of Arizona, Graduate College.
Recipient of Graduate College Fellowship, University of Arizona, Graduate College.
Recipient of Graduate Diversity Fellowship, University of Arizona, Graduate College.
First Place, Graduate & Professional Student Council Student Showcase, Education category,

University (of Arizona.
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2010	Recipient of Erasmus Circle Scholar Award, University of Arizona, College of Education.
2010-2012	Recipient of Miller, Mary F & Maude Scholarship, University of Arizona, College of Education.
2008-2010	Recipient of F. Robert Paulson Scholarship, University of Arizona, College of Education.
2008-2009	Recipient of Rollah E. Aston Scholarship-Education, University of Arizona, College of Education.
1998	Recipient of athletic scholarship, Marquette University, Women's Soccer.

SCHOLARSHIP ACCOMPLISHMENTS:

Refereed/Adjudicated:

- Gallegos-Buitron, E. & **Anthony-Stevens**, V. (in press). Lessons from the New Latinx Diaspora in Idaho: Negotiating Access to School Success and Wellbeing. In E. Hamann, S. Herrera, E. G. Murillo, & S. Wortham (Eds.) *Imagineering Education in the New Latinx Diaspora: Anti-Nativist Visions of Promising and Inclusive Practices*. Teachers College Press, New York, NY.
- Jones, J., Anthony-Stevens, V., & Bisbee, Y. (2018). Forward: United Voices: Awakening Cultural Understandings of Idaho's Five Tribes. Idaho State Department of Education Indian Education. Eagle, ID: Aloha Publishing.
- Anthony-Stevens. V. (2018). Teaching intersecting marginalities: The challenges of rural teacher preparation. In K. Haltinner and L. Hormel (Eds.) *Teaching economic inequality and capitalism in contemporary America* (pp. 199-211). Zug, Switzerland: Springer International Publishing.
- Anthony-Stevens, V. (2017). When high-stakes accountability measures impact promising practices: An Indigenous-serving Charter School. In G. Q. Conchas, M. Gottfried, B. M. Hinga & L. Oseguera (Eds), Policy goes to school: Case studies on the possibilities and limitations of educational innovations (pp. 69-82). New York, NY: Routledge.
- Chew, K. A. B. & **Anthony-Stevens**, V. (2017). Teaching from a Place of Hope in Indigenous Education. *Anthropology News*, 58: e265–e269. doi:10.1111/AN.383
- O'Connor, B., **Anthony-Stevens, V**., & González, N. (2014). Nurture and sustain a culture of collaboration, trust, learning, and high expectations. In R. Ylimaki (Ed.) *The New Instructional Leadership and the ISLLC Standards* (pp.10-26). New York: Routledge.
- Anthony-Stevens, V., Stevens, P., & Nicholas, S. (2014). Teaching social justice in the public academy: redressing enduring struggle with vignettes of raiding and alliances. In A. Wilson & J. Hansen (Eds.) Exploring Indigenous Social Justice Perspectives (pp.178-205). British Columbia, Canada: JCharleton Publishing Ltd.
- Anthony-Stevens, V. (2014). Review of The seeds we planted: Portraits of a Native American Charter School, Goodyear-Ka'ōpua, University of Minnesota Press, 2013. Native American and Indigenous Studies Journal, 1(1), 110-112.

Peer Reviewed/Evaluated:

- Stevens, P., **Anthony-Stevens, V**., Hedden-Nicely, D., Hamilton, D. (in press). Tribal Nation Building and the Role of Faculty: Paying the Debt on Indigenous Wellbeing in Higher Education. *Journal of American Indian Education* (Special Issue "Nation building in higher education: Reimagining priorities, collaborations, and pathways for Indigenous peoples"), 60(3).
- **Anthony-Stevens, V.**, Stevens, P., Hedden-Nicely, D., & Hamilton, D. (in press). Guest Editor Introduction: "Nation building in higher education: Reimagining priorities, collaborations, and pathways for Indigenous peoples". *Journal of American Indian Education*, 60(3).
- **Anthony-Stevens, V.**, Moss, I., Como-Jacobson, A., Boysen-Taylor, R. & Campbell-Daniels, S. (in press). Grounded in relationships of support: Indigenous teacher mentorship in the rural west. *The Rural*

- Educator (Special Issue "Race and Rurality"), 43(2).
- Anthony-Stevens, V., Mahfouz, J., & Bisbee, Y. (2020). Indigenous teacher education is nation building: Reflections of capacity building and capacity strengthening in Idaho. *Journal of School Leadership* (Special Issue "Honoring Culturally Sustaining and Affirming Educational/School Leadership Practices for Indigenous Children and Youth"), 30(6), 541-564.
- Anthony-Stevens, V., Johns, J., & Begay, V. (2020). Regenerating teacher education programs with Indigenous knowledge in Idaho. *Northwest Journal of Teacher Education*, 15(3), Article 3: DOI: https://doi.org/10.15760/nwjte.2020.15.3.3
- Mahfouz, J., & **Anthony-Stevens**, V. (2020). Why trouble SEL? The need for cultural relevance in SEL, *Bank Street College of Education Occasional Papers Series*, 43(6). Retrieved from https://educate.bankstreet.edu/occasional-paper-series/vol2020/iss43/6
- Anthony-Stevens, V., & Matsaw, S. (2020). The possibilities of Indigenous and decolonizing methodologies in the preparation of interdisciplinary science researchers. *Cultural Studies of Science Education*. doi:10.1007/s11422-019-09942-x
- Anthony-Stevens, V. & Langford, S. (2020). "What do you need a course like that for?!": Conceptualizing diverse ruralities in rural teacher education. *Journal of Teacher Education*, 71(3), 332-344. doi.org/10.1177/0022487119861582.
- Chew, K., **Anthony-Stevens, V.**, LeClaire-Diaz, A., Nicholas, S., Sobotta, A., & Stevens, P. (2019). Enacting Hope through Narratives of Indigenous Language and Culture Reclamation. *Transmotion* (Special issue "Native American Narratives in a Global Context"), 5(1).
- Anthony-Stevens, V., & Griño, P. (2018). Transborder Indigenous Education: Survivance and Border Thinking in the Professional Development and Practice of Maestros Indigenas. Association of Mexican American Educators Journal, (Invited Special Issue "Linguistic Hegemony and Counterhegemonic Discourse in the Borderlands"), 12(2), 92-120.
- Anthony-Stevens, V., Gehlken, E., Jones, C., Day, S. & Gussenhoven, S. (2017). "I am assumed to be someone who doesn't have to deal with diversity": Countering the denial of diversity in rural teacher education. *Multicultural Education Review*, 9(4), 270-288.
- **Anthony-Stevens, V**. (2017). Cultivating alliances: Reflections on the role of non-Indigenous collaborators in Indigenous educational sovereignty. *Journal of American Indian Education*, 56(1), 81-104.
- Anthony-Stevens, V. (2017). Indigenous parents navigating school choice in constrained landscapes.
 Diaspora, Indigenous & Minority Education: Studies of Migration, Integration, Equity and Cultural Survival, 11(2), 92-105.
- **Anthony-Stevens**, V. & Stevens, P. (2017). "A place for you to be who you are": An ethnographic account of reterritorializing Indigenous identities. *Discourse: Studies in the Cultural Politics of Education* (Special Issue "Rurality and Education"), *38*(3), 328-341.
- **Anthony-Stevens, V.**, Stevens, P. & Nicholas, S. (2017). Raiding and alliances: Indigenous educational sovereignty as social justice. *Journal of Critical Thought and Praxis*, 1(6).
- McEvoy, T., Anthony-Stevens, V., & Pérez, V. (2016). Becoming intercultural educators/Los Educadores Interculturales: Cruzando Fronteras, Lenguas y Culturas. NABE Journal of Research and Practice, 7(1). (Spanish)
- Casanova, S., O'Connor, B, & **Anthony-Stevens**, V. (2016). Ecologies of adaptation for Mexican Indigenous im/migrant children and families in the U.S.: Implications for Latino studies. *Latino Studies*, 14(2),

192-213.

Peer Reviewed/Evaluated (currently scheduled or submitted):

- Benally, C., & **Anthony-Stevens**, V. (in progress). Implications for Critical Race Theory on Native Education. *Thresholds in Education* (accepted for Special issue "Critical Race Theory in K-12 Education and Teacher Education: Hysteria, Censorship, and the Death to Just Education).
- Anthony, Stevens, V., Boysen-Taylor, R., & Doucette, B. (under review). "Race is not really a thing here": Classroom race talk dilemmas in the rural northwest. *Journal of Research in Rural Education*.
- **Anthony-Stevens, V.** & Gallegos-Buitron, E. (under review). Indigenous Mexican teachers and pedagogies of linguistic and cultural continuance in motion. *Anthropology and Education Quarterly*.

PROFESSIONAL MEETING PAPERS, WORKSHOPS (PEER-REVIEWED):

Anthony-Stevens, V., Moss, I., Campbell-Daniels, S., & Boysen-Taylor, R. (Co-Presenter). (April 21-26). *Indigenous Teacher Mentorship for Building Strong Nations*. Annual Meeting of the American Educational Research Association (AERA), San Diego, CA.

Gallegos Buitron, E. & Anthony-Stevens, V. (Co-Presenter). (November 17-21), Lessons from the New Latinx Diaspora in Idaho: Negotiating Access to School Success and Wellbeing. Annual Meeting of the American Anthropological Association (AAA), Baltimore, MD.

Anthony-Stevens, V. (Chair) (November 17-21). Responsibility and Truth-Telling: Indigenous and Decolonial Scholarship in Higher Education. Annual Meeting of the American Anthropological Association (AAA), Baltimore, MD.

Anthony-Stevens, V. & Gallegos Buitron, E. (Co-Presenter). (2020, April 16-20), *Indigenous teachers and pedagogies of linguistic and cultural relevance: Changing imaginaries of Indigenous education in Mexico*. Annual Meeting of the American Educational Research Association (AERA), San Francisco, CA. (Meeting cancelled to due COVID19 pandemic).

Anthony-Stevens, V., Boysen-Taylor, R., Gardner, Lingo, N., Clevenger, G., Erhard-Hudson, J. (Organizer/co-presenter) (2020, February 27-28). Slavery, Abolition, and Critical Race Wresting in a Rural Middle School Classroom. Annual International Globalization, Diversity, and Education Conference (WSU), Spokane, WA.

Anthony-Stevens, V. (Chair/Paper presenter). (2019, November 20-24), Survivance and border thinking among Maestros/as Indigenous: Navigating ideological and implementational spaces for Indigenous reclamation. Annual Meeting of the American Anthropological Association (AAA), Vancouver, BC.

Anthony-Stevens, V. (Organizer/Chair). (2019, November 20-24), Why me, why this, why now: Changing the climate of graduate education through decolonizing methods. Annual Meeting of the American Anthropological Association (AAA), Vancouver, BC.

Anthony-Stevens, V. (Organizer/Chair). (2019, November 20-24), *Indigenous teacher education, intergenerational survivance, and the beauty of educational climate change.* Annual Meeting of the American Anthropological Association (AAA), Vancouver, BC.

Anthony-Stevens, V., Boysen-Taylor, R., & Doucette, B. (Organizer/Co-Presenter). (2018, November 28-30), *Making anti-racism academic in Middle Grade Classrooms: A praxis journey whitespace*. Annual Conference of National Association for Multicultural Education (NAME), Memphis, TN.

Anthony-Stevens, V. & Matsaw, S. (Co-Presenter). (2018, November 14-18), Possibilities of Indigenous and

Decolonizing Methodologies in the Preparation of Interdisciplinary Researchers in a Changing Climate. Annual Meeting of the American Anthropological Association (AAA), San Jose, CA.

Anthony Stevens, V., Matsaw, J, & Reuben, S. (Co-Presenter). (2018, October 11-12), *The preparation of Indigenous teachers: Indigenous Knowledge for Effective Education Program*. American Indigenous Research Association (AIRA), Polson, MT.

Anthony-Stevens, V. (Organizer/Chair). (2018, April 13-April 17), (Re)Mapping sovereign imaginaries for Indigenous publics: Examples of school and community education. Annual Meeting of the American Educational Research Association (AERA), New York, NY.

Anthony-Stevens, V. (Organizer/Chair). (2017, November 29-December 2), Creating space for "everyday acts of acts of resurgence and decolonization". Annual Meeting of the American Anthropological Association (AAA) Washington, D.C.

Anthony-Stevens, V. (Organizer/presenter). (2017, November 29-December 2), *Developing an Agenda for Indigenous Scholarship: Effecting an Anthropology Toward an Indigenous Future*. Annual Meeting of the American Anthropological Association (AAA), Washington, D.C.

Anthony-Stevens, V., Lasure, A., Gibson, B., Jones, C, Wold, K., & Gundy, J. (Organized/co-presenter). (2017, November 1-November 5), Countering overwhelming whiteness in rural teacher education: Pre-service teacher self-study as a tool for developing cultural competence across geographies. Annual Conference of National Association for Multicultural Education (NAME), Salt Lake City, Utah.

Casanova, S., O'Connor, B. H., **Anthony-Stevens, V**. (Co-presenter). (2017, April 27-May 1). Ecologies of adaptation for Mexican Indigenous immigrant children and families. Annual Meeting of the American Educational Research Association (AERA), San Antonio, TX.

Anthony-Stevens, V. (Chair & organizer), Chew., K., LeClair-Diaz, A., Nicholas, S., Sobotta, A., and Stevens, P. (2016, November 16-20). *Beyond Cultural Responsiveness in Indigenous Education: Teaching from a Place of Hope*. Annual Meeting of the American Anthropological Association (AAA), Minneapolis, MN.

Anthony-Stevens, V, Gelhkin, E., Jones, C., Day, S., & Gussenhoven, S. (Organizer/co-presenter) (2016, February 17-19). *They say we are not interested: Pre-service teachers reflect on access to diversity in teacher preparation*. Annual International Globalization, Diversity, and Education Conference, Spokane, WA.

Anthony-Stevens, V. (Presenter) (2015, October 7-10). En busqueda de oportunidades en contextos restringidos: Maestr@s indigenas, lenguas originarias y nuevas tecnologias (In search of opportunities within containing contexts: Indigenous teachers, Native languages and new technologies). IV CONGRESO LATINOAMERICANO DE ANTROPOLOGÍA (IV Latin American Anthropology Conference), México City, México.

Anthony-Stevens, V., Chew, K., Lee, C. H., Leonard, B., Nicholas, S., Stevens, P., Wong, A. & Anand, A. (Presenter) (2015, November 18-22). *Interrupting the "familiar" in anthropology: Engaging decolonizing and Indigenous methodologies*. Annual Meeting of the American Anthropological Association (AAA), Denver, CO.

Anthony-Stevens, V. (presenter) (2015, April 16-21). *Cultivating Alliances: Approaching power and privileges as Tools for Language and Cultural Reclamation in Indigenous Education*. American Education Research Association Annual Meeting (AERA), Chicago, IL.

Anthony-Stevens, V. & Stevens, P. (co-presenter) (2015, February 17-18). *Teaching Social Justice in the Public Academy: Redressing Enduring Struggles with Vignettes of Raiding and Alliances*. International Globalization, Diversity and Education, Spokane, WA.

Tolbert, S., Gray, K., Griego-Jones, T., **Anthony-Stevens, V.**, Jiame-Diaz, J., & Combs, M.C. (presenter) (2014, November 5-November 7), "Becoming" and "being" a socially just department of teaching & learning: Encouraging a critical stance from inside the institution. Annual Conference of National Association for Multicultural Education (NAME), Tucson, AZ.

Anthony-Stevens, V. & Nicholas, S. (co-organizer). (2014, December 3-December 6). Producing networks of Indigenous scholarship in anthropology: Privileging local sovereignties through community research and praxis in language and culture revitalization, Council on Anthropology & Education Invited Session. Annual Meeting of the American Anthropological Association (AAA), Washington, D.C.

Leonard, B. D. (chair), Nicholas, S., Garcia, J., **Anthony-Stevens, V.**, Shirley, V., & Wong, N. (presenter) (2014, December 3-December 6). *Producing anthropology in education: Engaging Indigenous decolonizing methodologies*, Council on Anthropology & Education Special Event. Annual Meeting of the American Anthropological Association (AAA), Washington, D.C.

Anthony-Stevens, V. (presenter) (2014, May 29-May 31). Co-authoring strength-based identities with Native youth: A case study of reterritorializing school practice in hostile political times. Annual Native American & Indigenous Studies Association Conference (NAISA), Austin, TX.

Anthony-Stevens, V. (organizer/presenter), Ruiz, R. (chair), Jimenez, L., Paciotto, C., Stevens, P., Graves, V., & Quiñonez, A. (2013, November 20-24). *Interculturality and Indigenous education in the Americas: Engaging, intercultural knowledge through reflections on practice and policy.* Annual Meeting of the American Anthropology Association (AAA), Chicago, IL.

Brayboy, B., Chew, K., Gilmore, P., Jimenez, L., Leonard, B., McCarty, T., Nicholas, S., **Anthony-Stevens, V.**, Wong, N., Wyman, L. (presenter) (2013, November 20-24). *Decolonizing methodologies within diverse publics*. Council on Anthropology & Education Special Event, Annual Meeting of the American Anthropology Association (AAA), Chicago, IL.

Anthony-Stevens, V. (presenter) (2012, November 16-20). "Both/and" opportunities in the schooling experiences available to Indigenous students: Policy borders and the limits placed on crossings. Panel titled: Indigenous education in global contexts: Policy, language, schooling, and the nation-state, Annual Meeting of the American Anthropological Association Annual (AAA), San Francisco, CA

Anthony-Stevens, V. (presenter) (2012, March 3). Middle school students defining "learning a lot" while navigating access to educational opportunity. Panel: Identity construction through time, space and place. The Arizona Anthropology and Education Exchange (ANEX), Arizona State University, Phoenix, AZ.

Anthony-Stevens, V. (presenter) (2011, April 8-12). Constructing strength-based student identities: A teacher researcher's reflection on competing definitions of 'successful' and 'failing' school environments. Panel titled: Documenting constraints and imagining opportunities: The effects of Federal Policy in Alaska and Arizona. American Education Research Association Annual Meeting (AERA), New Orleans, LA

Anthony-Stevens, V. (presenter) (2011, April 30). Constructing strength-based student identities: A teacher researcher's reflection on competing definitions of 'successful' and 'failing' school environments. The Arizona Anthropology and Education Exchange (ANEX), University of Arizona, Tucson, AZ.

GRANTS AND CONTRACTS AWARDED:

Principal Investigator (with co-PI K. Eitel, co-PI C. Wardropper, co-PI C. Hamilton, co-PI B. Miller, co-PI Philip Stevens). *Cultivating Relationships: Partnering Teachers, Tribes and Landscapes for Sustainable STEM education*. Under review by the National Science Foundation, proposal #075746271. 2022-2026. \$2,999,235.

Principal Investigator. School Choice in Indian Country: Sovereignty, Survivance, and the Politics of (In) Visibility. Under review by the Spencer Foundation, proposal #10035174. 2022-2025. \$74,999.

Principal Investigator (with co-PI Y. Bisbee and co-PI Raymond Dixon). Indigenous Knowledge for Effective

Education Program (IKEEP). Funded by the U.S. Department of Education. 2021-2026. Award Notification #S299B210022. \$1,314,319.

Co-Principal Investigator (with PI P. Stevens, co-PI K. Eitel, & co-PI S. Penney). *Collaborative Research: Cultivating Indigenous Research Communities for Leadership and Education in STEM* (CIRCLES). National Science Foundation, Award Notification #2038371. 2020-2022. \$76,051.

Faculty Fellow. 2019-2020. *Understanding Tribal Sovereignty in Education*. Think Open Fellowship. University of Idaho Library, Open Education Resources. Moscow, ID. 2019-2020. \$1,750.

Co-Principal Investigator (with PI P. Stevens and co-PI D. Hedden-Nicely). *Higher Education and Tribal Nation Building*. Funded by The Spencer Foundation. 2019-2020. Award Notification #202000024. \$75,153.

Principal Investigator (with co-PI Y. Bisbee). *Indigenous Knowledge for Effective Education* Program (IKEEP). Funded by the U.S. Department of Education. 2018-2023. Award Notification # S299B180040. \$998,704.

Faculty sponsor for undergraduate research dissemination. Office of Undergraduate Research Student Travel Awards, 2017 and 2018. \$2,000.

Co-Principal Investigator (with PI R. Pilgeram, co-PI R. Meeuf and co-PI P. Stevens). *Cross-Cultural Digital Story Telling*. Faculty summer grants, College of Letters, Arts and Social Sciences and College of Education Collaborative Grant Projects. 2017. \$5,000

Principal Investigator (with co-PI Y. Bisbee). *Indigenous Knowledge for Effective Education* Program (IKEEP). Funded by the U.S. Department of Education. 2016-2020. Award Notification #S299B160015. \$1,206,049.

Principal Investigator. Developing intercultural competencies among pre-service teachers through meaningful collaborations with difference and diversity. College of Education Faculty Funding Award. University of Idaho. 2015-2016. \$8,000.

Co-principal Investigator (with PI S. Casanova and co-PI B. O'Connor). *Ecologies of cultural and linguistic adaptation for Indigenous Latina/o im/migrant families with children: Implications for development and learning*. Arizona State University, School of Transborder Studies. 2014-2016. \$7,500.

Principal Investigator. *Impact Assessment of Critical Professional Development for Indigenous K-8 Educators*. University of Arizona Office of the Senior Vice President for Research. 2014-2015. \$9,267.

Co-principal Investigator (with PI R. Ruiz and co-PI N. Gonzalez). Scholarships for Education and Economic Development – *Strengthening Rural Primary Education for Indigenous Children in Mexico*. Subcontract of Georgetown University Center for Intercultural Education and Development, funded by the United States Agency for International Development (USAID). 2013-2014. \$362,670.

Co-principal investigator (with PI R. Ruiz and co-PI N. Gonzalez.) Scholarship for Education and Economic Development—Strengthening Rural Primary Education for Indigenous Technical Supervisors in Mexico. Subcontract of Georgetown University Center for Intercultural Education and Development, funded by Mexico's Secretary for Public Education (SEP). 2013, \$187,261. 2014, \$204,391.

SERVICE:

Major Committee Assignments:

University

University of Idaho. University Assessment and Accreditation Committee (UAAC), Member, Office of the Provost, 2022-2023.

University of Idaho. General Education Steering Committee (GESC), Member, Office of the Provost, 2019-2020.

University of Idaho, Administrative Hearing Board (AdHB), Member, 2019-2021.

University of Idaho, Presidents Council on Diversity & Inclusion (PCDI), Curricular and Co-Curricular Activities, Member, 2015-present. Co-Chair, 2017-2018.

University of Idaho, Visiting Tribal Scholar, Search Committee Member, College of Natural Resources, 2020. University of Idaho, Literacy/Elementary Education Faculty, Search Committee Member, College of Education, Health and Human Sciences, 2021.

Unit/Project Advisory Boards

University of Idaho, Office of Tribal Relations, Tribal Research Advisory Group (TRAG), Member, 2015present.

University of Idaho, Club Volleyball faculty sponsor, 2017-2018.

McNair Faculty Advisory Board, TRIO Inspire, College of Education, Health and Human Sciences, Member, August 2018-present.

LSMAP Bridge to Doctorate Advisory Board, College of Graduate Studies (COGS), Member, 2020.

College

Graduate Review Program Committee (GRPC), Member, College of Education, Health, and Human Sciences, 2015-2018.

Equity and Social Justice Working Group, member, College of Education, Health and Human Sciences, 2020present.

Tenure and Promotion Committee Member, Department of Curriculum & Instruction, College of Education, Health and Human Sciences, 2021.

Professional and Scholarly Organizations

Selection Committee, Council on Education and Anthropology Outstanding Book Award, 2021.

Selection Committee, Council on Education and Anthropology, Spindler Career Achievement Award, 2020.

Co-Chair, Council on Anthropology and Education, Standing Committee #7 (Indigenous Education), American Anthropological Association (AAA), 2012-present.

Committee member, American Educational Research Association Rural Education Special Interest Group, Justice, Equity, Diversity, Inclusion, 2020-2021.

Awards Selection Committee, American Educational Research Association Rural Education Special Interest, 2021-2022.

Reviewer for Anthropology & Education Quarterly

Reviewer for Equity & Excellence in Education

Reviewer for Diaspora, Indigenous, and Minority Education

Reviewer for Multicultural Education Review

Reviewer for The Journal of Teacher Education

Reviewer for Whiteness & Education

Reviewer for American Educational Research Association - Division G Annual Meeting Program Selection, 2017, 2018, 2020.

Member, American Educational Research Association (AERA), 2009-present

Member, American Anthropological Association (AAA), 2011-present

Member, Native American and Indigenous Studies Association (NAISA), 2013-2015

Member, National Association for Multicultural Education (NAME), 2014-2019

Member, National Council for the Social Studies (NCSS), 2020-present.

Member, National Indian Education Association (NIEA), 2016-present.

Outreach Service:

Idaho State Board of Education Workgroup, Input on standards for diversity and educational equity at public postsecondary institutions. 2021-2022.

Culturally responsive curriculum design and professional development, Coeur d' Alene Tribal Department of Education, Plummer, ID. 2016-2020.

Director, Indigenous Knowledge for Effective Education Program, University of Idaho.

Idaho State Board of Education, Office of Indian Education, Indian Education Framework Committee, Member,

2016-2018.

Idaho State Department of Education *Review of Core Teacher Preparation Standards*, Committee Member, Boise, ID. November 10-11, 2016.

Idaho Indian Education Planning Committee, 2016/2017/2021.

Idaho Indian Education Office. Content Area Expert, Idaho State Board of Education. 2018-present.

Media Features/Contributions

January 22, 2022: Learning centered around relationships: A conversation with Dr. Vanessa Anthony-Stevens. CRS *Journal of Social and Emotional Learning*: https://online.fliphtml5.com/gwhvl/dzrq/#p=1

O'Connor, B., & Anthony-Stevens, V. January 8, 2021. An Executive Order, and Outcry, and an Opportunity. *Diverse: Issues in Higher Education:* https://diverseeducation.com/article/200545/

Ed Prep Matters, blog of the American Association of Colleges for Teacher Education feature on IKEEP funding and program design, December 11, 2018. http://edprepmatters.net/2018/12/university-of-idaho-receives-grant-to-support-future-indigenous-teachers/

Vandals in Focus 2020, feature story in Office of Undergraduate Research (OUR) on research "Race and Conflict in the Classroom," 2020. https://www.uidaho.edu/research/students/undergraduate-research/vandals-in-focus/2020/ben-doucette

Vandals in Focus 2018, feature story in Office of Undergraduate Research (OUR) on research in teacher education conducted with three preservice teacher candidates. Office of Undergraduate Research, "Teaching in Diverse Classrooms", 2018. https://www.uidaho.edu/research/students/undergraduate-research/vandals-infocus/2018/gibson-jones-gundy-lasure

Impacts of *Cross-Cultural Digital Story Telling* grant funded project involving an interdisciplinary faculty team and the Coeur d' Alene Tribal School 3rd and 4th grade classes, "A new lens through film", College of Letters, Arts and Social Sciences, Fall 2017. http://www.uidaho.edu/class/soc-anthro/students-and-alumni/new-lens

Program prepares Native teachers for Native classrooms, in *Here We Have Idaho*, University of Idaho Alumni Magazine, Moscow, ID. Fall 2017. https://www.uidaho.edu/news/here-we-have-idaho-magazine/ikeep

Creating a Better Education for All, in *Here We Have Idaho*, University of Idaho Alumni Magazine, Moscow, ID, Spring 2016. https://www.uidaho.edu/news/here-we-have-idaho-magazine/past-issues/2016-spring/lapwai

Strengthening Indigenous Language Education in the Americas, UANews, University of Arizona, Tucson, AZ: http://uanews.org/blog/strengthening-indigenous-language-education-americas

Changing the culture of schooling, paso por paso, UANews, University of Arizona, Tucson, AZ: http://uanews.org/blog/changing-culture-schooling-paso-por-paso

Visiting teachers develop materials for local educators, UANews, University of Arizona, Tucson, AZ: http://uanews.org/story/visiting-teachers-develop-materials-local-educators

Jamee C. Nixon, Ph.D.

Dean, College of Natural and Applied Sciences Associate Professor of Biology Northwest Nazarene University 623 S University Boulevard Nampa, ID 83686 208-467-8677 inixon@nnu.edu

Educational Background and Other Credentials

Doctor of Philosophy, Microbiology and Immunology

University of Oklahoma Health Science Center Characterization of Human Bright and Dominant Negative Murine Bright Mutations and Their Affects On B Lymphocyte Development in Transgenic Mice July 7, 2005

Masters of Science, Molecular Biology and Immunology

University of Southern Maine
Deletion of Open Reading Frame 74 of Murine Gamma Herpesvirus-68 and
Development of Tools for Functional Analysis of This Putative Chemokine
Receptor
May 10, 1999

Bachelor of Science, Biology/Pre-Med Tech

Northwest Nazarene University June 15, 1997

Professional Experience

Dean, College of Natural and Applied Sciences, August 1, 2019 - Present

Northwest Nazarene University, Nampa, ID.

- Represent and advocate for the faculty of the departments of Biology, Chemistry,
 Kinesiology, Math and Computer Science, Military Science, and Physics and Engineering.
- Act as the administrator to accomplish necessary managerial tasks
- Advocate for the College to internal groups and individuals

Tenured, Associate Professor, August 2014 - Present Associate Professor, August 1, 2011 - Present Assistant Professor, August 1, 2007 - July 31, 2011

Department of Biology, Northwest Nazarene University, Nampa, ID.

- Teach undergraduate Biology courses
- Advise and mentor Pre-Physical Therapy P.T. emphasis students as they pursue graduate school and careers in the field of physical therapy

- Oversee student internships in Physical Therapy
- Supervise undergraduate research students and their projects
- Assist NNU Online by teaching online courses for online students
- Oversee Biology courses in the high school for NNU's Bridge Academy
- Serve on various committees

Adjunct Professor, January - May 2009, June 2016 - Present

Department of Life Sciences, College of Western Idaho, Nampa, ID.

- Teach community college courses within the Life Sciences department, no more than 2 courses a calendar year
- Courses taught are primarily online although I have taught face to face courses and one
 hybrid course and include BIOL250 General Biology, MMBS111 Introductory Microbiology
 and lab, and BIOL127L Human Structure and Function Lab

Research Scientist

Oklahoma Medical Research Foundation, Oklahoma City, OK, July, 2005 – July, 2007.

- Postdoctoral position to continue my scientific training
- Completed projects begun during graduate school
- Assisted in the training of other graduate students and research technicians

Adjunct Professor

Department of Math and Science, Oklahoma City Community College, Oklahoma City, OK, January 2006 – December 2009.

 Teach community college courses in Microbiology and the lab for Nursing majors and General Biology for non-majors

Scholarship

Publications

Erika Kristensen, Julia Oxford, and **Jamee C. Nixon**. Production of extra-cellular matrix proteins by human mast cells. Journal of the Idaho Academy of Science. 2013. 49:36

Guangyu An, Cathrine Miner, **Jamee C. Nixon**, Paul W. Kincade, Shan Maikad, James Bryant, Philip W. Tucker and Carol F. Webb. Loss of Bright/ARID3a Function Promotes Developmental Plasticity.

Stem Cells. 2010. 9:1560-7.

Nixon JC, Ferrell S, Miner C, Oldham AL, Hochgeschwender U, Webb CF. Transgenic mice expressing dominant negative Bright exhibit defects in B1 B cells. *Journal of Immunology*. 2008. 181:6913-6922.

Shankar M, Nixon JC, Workman J, Maier S, Farris AD, and Webb CF. Anti-nuclear antibody

- production and autoimmunity in transgenic mice that over-express the transcription factor Bright. *Journal of Immunology*. 2007. 178:2996-3006.
- Rajaiya J, **Nixon JC**, Ayers N, Desgranges ZP, Roy AL. and Webb CF. Induction of Immunoglobulin Heavy Chain Transcription Through the Transcription Factor Bright Requires

 TFII-I. *Molecular and Cell Biology*. 2006. 26:4758-4768.
- Rajaiya J, Hatfield M, **Nixon JC**, Rawlings DJ, and Webb CF. Bruton's tyrosine Kinase Regulates Immunoglobulin Promoter Activation in Association with the Transcription Factor Bright. *Molecular Chemistry and Biology*. 2005. 25:2073-2084.
- **Nixon JC**, Rajaiya J, and Webb CF. Mutations in the DNA-Binding Domain of the Transcription Factor, Bright, Act as Dominant Negative Proteins and Interfere with Immunoglobulin Transactivation. *Journal of Biological Chemistry*. 2004. 279:52465-52472.
- **Nixon JC**, Rajaiya J, Ayers N, Evetts S, and Webb CF. The Transcription Factor, Bright, is not expressed in all human B lymphocyte subpopulations. *Cellular Immunology.* 2004. 228:42-53.

Grants, Contracts, and Scholarly-Related Consultation

- 1. INBRE Student Research Mentor Grant through NIH funded Idaho INBRE program at the University of Idaho. "Investigating the Antimicrobial Effects of Zinc Oxide Nanoparticles." Submitted but not funded, February 2019. Requested \$39,088.
- 2. NIH funded Idaho INBRE program through the University of Idaho. Drs. Jennifer Chase, Jamee Nixon, and Ayo Hodonu. "Enhancing Northwest Nazarene University Research with a Fluorescence Plate Reader." Awarded \$23,380. August, 2018
- 3. MJ Murdock Charitable Trust, *Partners in Science Program* grant. Vancouver, WA. "Effects of sub-inhibitory antibiotic treatment on methicillin-resistant *Staphylococcus aureus* and the subsequent human monocyte response." Submitted and funded. This grant is designed to partner with a science high school teacher to allow the teacher to have research experience and then be able to take the information and techniques learned back into the classroom. Awarded \$15,000 for April 2013 August 2014.
- 4. M.J. Murdock Charitable Trust. Vancouver, WA. Submitted September 2012. "Effects of sub-inhibitory antibiotic treatment on methicillin-resistant *Staphylococcus aureus* and the subsequent human monocyte response." *Staphylococcus aureus* causes infections ranging from minor carbuncles to life-threatening endocarditis and toxic-shock syndrome. Antibiotics and the immune response usually clear these infections. However, antibiotic resistance has become a major problem in recent years and this study will focus on methicillin-resistant *Staphylococcus aureus* (MRSA). Studies have shown that low dose antibiotic treatment alters the bacteria cell functions

and architecture without inducing death. This project will investigate how the beginning steps of the human monocyte immune response differs when stimulated with untreated verses low-dose antibiotic-treated MRSA. Requested \$50,650.

- 5. M.J. Murdock Charitable Trust. Vancouver, WA. Submitted October 2011 but not funded. "Investigation of the monocyte immune response to methicillin-resistant *Staphylococcus aureus* treated with sub-inhibitory levels of antibiotics." *Staphylococcus aureus* causes infections ranging from minor carbuncles to life-threatening endocarditis and toxic-shock syndrome. Antibiotics and the immune response usually clear these infections. However, antibiotic resistance has become a major problem in recent years and this study will focus on methicillin-resistant *Staphylococcus aureus* (MRSA). Studies have shown that low dose antibiotic treatment alters the bacteria cell functions and architecture without inducing death. This project will investigate how the beginning steps of the immune response differs when stimulated with untreated verses low-dose antibiotic-treated MRSA. Requested \$44,700. Award was not funded but invited to resubmit in the fall of 2012.
- 6. The Broad Medical Research Program. Los Angeles, CA. Letter of intent to apply for funding, July 2010. "The role of mutant NOD2 proteins interacts as a mechanism for Crohns Disease." The letter of intent required a two page summary of the grant and budget. The specific aims of this project were similar to the project below as funding for supplies for this project is no longer available. The scope of the project was determined to not fall within the mission guidelines for this foundation.
- 7. Mountain States Tumor and Medical Research Institute Small Projects Grant. Submitted and funded. Boise, ID, May 2009. \$7,500. "The Role of NOD2 Protein Interactions in the Inflammatory Response Observed in Crohns Disease." This grant aimed to examine the role of mutant NOD2 protein and potential inappropriate interactions with other proteins due to the mutation. Genetic studies have revealed that approximately 40% of patients with an inflammatory bowel disease called Crohns Disease have a mutation in the NOD2 gene which leads to a mutated protein. Identifying and understanding inappropriate protein interactions that develop due to mutant NOD2 could give insight as to why some treatments options are not successful in all patients who have Crohns Disease. This was a grant designed to give money for small projects or start-up projects in hopes of generating data that would increase successful funding of additional grants. This grant was previously submitted to the American Cancer Society but was not funded. However, it was reviewed and the comments given by the reviewers were given careful consideration and the writing adjusted to reflect those comments. As a result of this grant, I was able to mentor three different undergraduate students in my lab for both summer and academic year research experiences.
- 8. Idaho INBRE (Idea Network of Biomedical Research Excellence). National Institute of Health, Bethesda, Maryland. "Mechanisms of, and Immune Consequences from, beta-lactam-Induced Upregulation of Toxin Gene Expression in Methicillin Resistant *Staphylococcus aureus* (MRSA)" INBRE renewal grant submitted and funded, 2009. This grant funds several universities and colleges in ID. I am working in collaboration with Drs. Denny Stevens and Amy Bryant at Veteran's Affair Hospital in Boise, ID on the project titled above. I am responsible for researching one of the

five specific aims for this project. This grant has given me the opportunity to mentor three different students during summer and academic year research projects.

- 9. American Cancer Society Institutional Grant program. Pullman, WA, October 2008. Submitted but not funded. "The Role of NOD2 Protein Interactions in the Inflammatory Response Observed in Crohns Desease." This was basically the same grant as mentioned above and submitted to the American Cancer Society as there is an increased risk for Crohns Disease patients to develop gastrointestinal tract cancers due to constant inflammation.
- 10. National Science Foundation. Washington D.C. January 2008. Submitted and Funded. \$503,775. MRI: Acquisition of a FACS to support collaborative research and education in biomolecular sciences and nanomaterials application. Dr. Denise Wingett, lead writer, Boise State University. This was a collaboration with Denise Wingett and other professors at Boise State University to fund a fluorescent acquisition cell sorter to the Treasure Valley. This piece of scientific machinery allows for many researchers to acquire defined cell populations for research projects, whether that be human, animal, plant or bacterial cell populations.

Regional/State Presentations

- Nixon, J.C. (2008, March). "Deficient Bright Function Leads to an Inefficient Response to Both Phosphorylcholine and to *Streptococcus pneumonia*." Presented at the Idaho Academy of Science Annual Meeting, Nampa, ID.
- Nixon, J.C. (2009, April) "Possible Mutant NOD2 protein interactions." Presented at the INBRE Faculty Symposium, Boise, ID.
- Nixon, J.C. (October 2016) "Human Implications of ZnO Nanoparticles." Presented at the INBRE monthly meetings, Boise State University.

National Presentations

Nixon, J.C., B. O'Neill, S. Jenkins, L. Johnson, A. Barrios, J. Williard. (2018, June) "The
 Antibacterial Effects of ZnO Nanoparticles Against Pseudomonas aeruginosa." Poster
 presentation, Annual American Society of Microbiology Microbe meeting, Atlanta, GA.

<u>Poster presentations</u>: (Presenter underlined, many student co-authors)

- <u>I.D. Harris</u>, E.A. Wade, Z.D. Ledvina, E.G. Ellison, S.M. Hubbard, and **J.C. Nixon**. "Green synthesis of ZnO nanoparticles using plant extracts for enhanced antibacterial and photocatalytic properties", Pacifichem 2021, Honolulu, HI, December 2021.
- <u>E.A. Wade, Z.D. Ledvina, E.G. Ellison</u>, **J.C. Nixon**, and J.D. Harris. "Synthesis and antibacterial Properties of ZnO nanoparticles from extracts of *Hydrastis canadensis, Plantago major*, and *Lavandula x intermedia*". Idaho INBRE Conference, Moscow, ID, July 2021.
- <u>E.G. Ellison</u>, E.A. Wade, Z.D. Ledvina, **J.C. Nixon**, and J.D. Harris. "Synthesis and antibacterial properties of ZnO nanoparticles from *Hydrastis canadensis* extract," Idaho Conference on Undergraduate Research, Boise, ID, July 2021.
- <u>M. Manzi, B. Porter</u>, **J.C. Nixon**. "ZnO Nanoparticles' Efficacy as an Antibacterial Agent" Lightning Talk, Idaho Conference on Undergraduate Research, Boise, ID, July 2020.
- <u>K. Gwin, C. Schaefer</u>, **J.C. Nixon**. "Analysis of the Antimicrobial Properties of Zinc Oxide Nanoparticles" INBRE Research Conference, Moscow, ID July 2019

- M. Manzi, M. Nelson, J.C. Nixon. "Comparison of ZnO Nanoparticles against B. subtilis, E. coli, and S. aureus." INBRE Research Conference, Moscow, ID July 2019
- <u>K. Gwin, C. Schaefer</u>, J.C. Nixon. "Not all Nanoparticles are Created Equal in the Eyes of *E. coli*. INBRE Research Conference, Moscow, ID July 2018
- <u>A. Barrios, J. Willard, J.C. Nixon</u>. "The Antibacterial Effects of ZnO Nanoparticles on *Pseudomonas aeruginosa*." INBRE Research Conference, Moscow, ID July 2017
- <u>B. O'Neill</u>, <u>S. Jenkins</u>, <u>L. Johnson</u>, **J.C. Nixon**. "A Study of the Bacteriostatic Effects of ZnO Nanoparticles against *Pseudomonas aeruginosa*." Idaho INBRE Research Conference, Moscow, ID, July 2016

Service Activities

Professional Service: National

 Poster judging for the American Association for Advancement of Science National Meeting, Seattle, WA, February 15, 2020

Professional Service: Regional/State

- Member, interview committee for the hiring of biology faculty at College of Western Idaho, May and June, 2009
- Oral Presentations to Concurrent Credit Biology courses or other high school course
 - 2011 "Bugs, bugs and more bugs." Mountainview High School, Concurrent Credit BIOL2220 class, Meridian, ID. Spring
 - o 2011 "Bugs, bugs and more bugs." Salem Christian Academy, Concurrent Credit BIOL2220 class, Salem, OR. September
 - o 2011 "The Fun of Research." Mountainview High School Research class, Meridian, ID. November
 - 2013 "Bugs and Beyond "Northwest Christian School, Concurrent Credit BIOL1060 class, Lacey, WA; Tacoma Christian Schools, Concurrent Credit BIOL2220 class, Tacoma, WA; Tumwater High School, Concurrent Credit BIOL1060 & BIOL2220 classes, Tumwater, WA. March
 - o 2013 "Prokaryotic Cell Structure." Victory Charter School, Concurrent Credit BIOL1060 class, Nampa, ID. September
 - o "Implications of ZnO Nanoparticles on Human Health" Concurrent Credit course in Redmond, OR April 2015; Caldwell, ID, December 2016; Kalispel, MT, May 2017; and Caldwell, ID, January 2018.

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- Chair, Oral Presentations, Idaho INBRE Annual Meeting, Moscow, ID. August, 2012, 2013, 2018
- Poster Evaluation volunteer, Idaho INBRE Annual Meeting, Moscow, ID, August 2012- 2019
- Partner's in Science grant funded for the support of a local biology high school teacher from Victory Charter School to complete a 10-week paid research experience for 2 years. June – July 2013 & 2014
- Small grant review panel, Mountain States Tumor and Medical Research Institute, June 2013
- Idaho Academy of Science and Engineering, NNU Representative to Executive Board, 2012 present
- Chair, Oral Presentation Session, Idaho Academy of Science and Engineering Annual Meeting, Meridian, ID. April 13, 2019

- Professional Standards Commission, State of Idaho Board of Education, September 2020 present
- Board member, Discovery Center of Idaho January 2022 present

Professional Service: Campus

- Member, NNU Institutional Animal Care and Use Committee, Fall 2007 Present
- Member, NNU Graduate and Continuing Education Council, Fall 2009 2013
- Member, NNU Institutional Bio-Safety Review Committee, Spring 2010 present
- Jump Start Biology Advising, June 14, 2008 & June 12, 2010, July 2017, July 2018, June 2019
- NNU Explore lunches, February 22, 2008 & March 26, 2010
- Science Olympiad Cell Biology or Microbiology section leader, April 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016
- Faculty Mentor, NNU Concurrent Credit, BIOL1060 and BIOL2220, Fall 2009 Present; four to ten high school teachers mentored each year
- Member, Cross-campus interview committee for 1 or more nursing faculty candidates, Summers 2011, 2013, 2016, 2017, 2018
- NNU Representative, NNU Celebration Sunday, October 1, 2011; Tacoma, WA.
- Rendezvous host, 2011, 2013, 2021
- Member, Cross-campus interview committee for Dean of College of Arts and Sciences, January, 2013
- Member, NNU Assessment and Accreditation Committee, August 2013 Present
- Chair, NNU Assessment and Accreditation Committee, September 2018 October 2019
- Faculty Representative, Science and Math Association, NNU, Fall 2015 Present
- Member of interview group for NNU's Masters of Science Family Nurse Practitioner applications, June 2017 and 2018
- Guest lecturer for NNU's MS Family Nurse Practitioner On-Campus Event, April 2017, April 2018, May 2019, August 2019, and scheduled for April 2020
- Chair, NNU Assessment and Accreditation Committee, September 2018 October 2019
- NNU Overnight Luncheon, Faculty Representative for Biology, November 30, 2018
- Organized student summer research presentations for the executive Board of Trustees, Summer 2018, 2019
- Taught HUMN1100 Cornerstone FA2018 when another faculty pulled out of the teaching assignment. While I was paid overload, this was a service activity by the nature of the course.
- Volunteer for Commencement, May 2019
- Member, NNU Academic Leadership Team, September 2019 Present
- Member, NNU Undergraduate Academic Council, October 2019 Present
- Chair, Academic Appeal Committee, January 2020.
- Member, Academic Progression Committee, January 2020 Present
- Member, COVID-19 20-21 Planning Group, March 2020 May 2021
- Faculty Panel, Graduate Social Work SOWK7620, October 2020, March 2021
- Chair, Biology faculty search committee, Spring 2021
- Chair, Dean, College of Nursing search committee, Spring 2021
- Member, Cross-campus interview committee: Social Work faculty; campus chaplain, June/July 2021
- Co-organized research poster session for summer research finale, July 2021
- Co-organized research presentation event for Board of Trustees Spouses, August 2021

Member, 2021-22 COVID-19 task force, August 2021 - Present

Local Community Service

- Sunday School volunteer, Early Childhood Department, Bethel Church of the Nazarene, Nampa, ID 2007 – Present. Two Sundays each month
- Provide opportunity for home-schooled children to experience microbiology by bringing them into the lab outside of normal lab sessions and have the elementary age students complete some of the same lab exercises the NNU students complete. 2009, 2010
- Nampa Christian Schools
 - o Jog-A-Thon volunteer, September 2008, 2010, 2015, 2016
 - $\circ\,\,$ "Science is Fun" after-school-enrichment course to expose young students to handson science, Spring 2010
 - o Annual school auction volunteer, February 2012 2020
 - o Guest Science lecture, Fall 2015, Spring 2018
 - o 2nd Grade class, weekly Spring 2017
 - o Volleyball Official, Nampa Christian Middle School games, Fall 2017, 2018
 - o Club Volleyball Coach, Nampa Christian Schools U12/U14 January 2017, 2018
- Salvation Army bell ringer, NNU group, December 2009
- Cole Valley Christian Junior High Science Fair Judge, Meridian, ID 2010, 2012
- Hands of Hope community service project volunteer, College Church of the Nazarene, July 2010
- Upward Basketball Girls Youth Basketball Coach, Bethel Church of the Nazarene, January March 2011, 2012, 2013
- Victory Charter School Science Fair judge, May 2014
- Volunteer Volleyball Coach, Nampa Rec Center, Fall 2014
- Vacation Bible School volunteer, Bethel Church of the Nazarene, Nampa, ID, June 2017, 2018
- Yard work, NNU campus, Dewey St by Thomas Science building, patio of old student center, ropes course at Johnson Sports Center, August 2020
- Vacation Bible School volunteer, Bethel Church of the Nazarene, Nampa, ID, June 2021
- Board of Directors, Discovery Center of Idaho, Boise ID. Submitted my name and discussions are underway for an October 2021 decision

Professional Growth and Leadership

Memberships

- MSTMRI adjunct member, Spring 2008 2014
- Idaho Academy of Science and Engineering member, Spring 2008 Present
- American Society of Microbiology, 2015 Present
- American Association for the Advancement of Science, 2021

Conferences Attendance

- Idaho Academy of Science Annual Meeting, Boise State University (CWI campus), Nampa, ID.
 March 28, 2008
- INBRE Annual Summer Research Conference, Boise, ID. August 2008
- Annual Murdock Science Research Conference, University of Puget Sound, Tacoma, WA.
 November 2008
- INBRE Annual Summer Research Conference, Moscow, ID. August 2010

- Annual Murdock Science Research Conference, Linfield College, McMinnville, OR. November 2010
- INBRE Annual Summer Research Conference, Moscow, ID. August 2011
- Annual Murdock Science Research Conference, Seattle Pacific University, Seattle, WA.
 November 2011
- INBRE Annual Summer Research Conference, Moscow, ID. August 2012
- Annual Murdock Science Research Conference, Whitman University, Walla Walla, WA.
 October 2012
- The Genome Solver Workshop, J. Craig Venter Institute, Rockville, MD. July 2013
- INBRE Annual Summer Research Conference, Moscow, ID. August 2013
- Partners in Science Research Conference, San Diego, CA. January 2014
- Boise State Undergraduate Research Conference, Boise, ID. July 2014
- Partners in Science Research Conference, San Diego, CA. January 2015
- NIH IDeA Western Regional Conference, Coeur d'Alene, ID. October 2015
- Idaho Academy of Science and Engineering Annual Conference, Pocatello, ID. March 2016
- INBRE Annual Summer Research Conference, Moscow, ID. August 2016
- American Society of Microbiology Microbe Conference, New Orleans, MS. June 2017
- INBRE Annual Summer Research Conference, Moscow, ID. August 2017
- American Society of Microbiology Microbe Conference, Atlanta, GA. June 2018
- INBRE Annual Summer Research Conference, Moscow, ID. August 2018
- Idaho Academy of Science Annual Conference, Meridian, ID. April 2019
- INBRE Annual Summer Research Conference, Moscow, ID. July 2019
- Murdock Charitable Trust Undergraduate Research Conference, Vancouver, WA. November 2019
- American Association for the Advancement of Science, Seattle, WA. February 2020
- Idaho Conference on Undergraduate Research, Boise State University (virtual). July 2020
- Lilly Fellows Program National Conference presented by St. Mary's University (virtual).
 October 2020
- Idaho Conference on Undergraduate Research, Boise State University (virtual). July 2021
- INBRE Annual Summer Research Conference, Moscow, ID. July 2021
- Lilly Fellows Program National Conference, Boston, MA. October 2021

Other Professional Growth and Leadership

- Northwest Nazarene University teaching cadre directed by Jim Bader, monthly meetings,
 Fall 2007 Spring 2008
- INBRE monthly research meetings when they do not conflict with NNU activities. Fall 2007 present.
- Weekly meetings with Drs. Denny Stevens and Amy Bryant's lab at the Boise VA hospital during the summers and during the academic year when my schedule allows. Summer 2009, 2010, 2011, 2012.
- INBRE sponsored NIH grant writing workshop, August, 2010
- INBRE sponsored NIH manuscript writing workshop, August, 2010

- NSF Grant-Writing Workshop in Bozeman, MT, August, 2011
- NSF Grant-Writing workshop, Boise State University, May, 2012
- President's Leadership Cohort, Northwest Nazarene University, October 2018 May 2019
- Deans Administrator Lunch, INBRE Conference, Moscow, ID, July 2019
- Meeting attendance, Convening of VPAAs/Provosts/Deans and Grant Administrators, Vancouver, WA, October 2019
- L.E.A.P. 2020 Spring Fall 2020, due to COVID-19
- L.E.A.P. 2.0 Cohort convener Spring 2021
- Deans Administrator Lunch, INBRE Conference, Moscow, ID, July 2021

CONSENT APRIL 20, 2022

ATTACHMENT 7

Jerry D. Harris

Department of Chemistry Northwest Nazarene University 623 S. University Blvd., Nampa, ID 83686 voice(208)467-8883 fax(208)467-8687 jdharris@nnu.edu

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Ph.D.	1997	Texas A&M University	Inorganic Chemistry
B.S., B.A	A. 1991	Northwest Nazarene University	Chemistry, Mathematics
A.S.	1987	Treasure Valley Community College	Chemistry

Professional Experience

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2013-present	Professor of Chemistry, Northwest Nazarene University, Nampa, ID
2003-2013	Associate Professor, Northwest Nazarene University, Nampa, ID
2001-2003	Scholar-in-Residence, Cleveland State University, Cleveland, Ohio Visiting Scientist, NASA Glenn Research Center, Cleveland, Ohio
2000-2001	Consultant, Ohio Aerospace Institute, Brookpark, Ohio Visiting Scientist, NASA Glenn Research Center, Cleveland, Ohio
1999-2002	Adjunct Professor, Baldwin-Wallace College, Berea, OH
1997-2000	Postdoctoral Fellow, Kent State University, Kent, Ohio Visiting Scientist, NASA Glenn Research Center, Cleveland, Ohio

Synergistic Activities and Professional Societies:

- (i) Member, American Chemical Society
- (ii) Member, National Association of IDeA Principal Investigators
- (iii) Member, American Solar Energy Society
- (iv) Member, Idaho Academy of Science
- (v) 2013 Summer Faculty Fellow, NASA Glenn Research Center, Cleveland, OH

Service to Northwest Nazarene University:

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2003-04	Chemical Hygiene Committee
2004-05	Chemical Hygiene Committee & Faculty Activity and Care Committee
2005-08	Committee on Committees & Faculty Activity and Care Committee
2008-10	Undergraduate Academic Committee & Faculty Activity and Care Committee
2010-13	Chemical Hygiene Committee & Faculty Activity and Care Committee
2013-14	Chemical Hygiene Committee
2014-15	Concurrent Credit Program Task Force
2014-16	Chemical Hygiene Committee & Faculty Development Committee
2016-22	Chemical Hygiene Commission

Church and Community Involvement:

College Church of the Nazarene, Nampa, ID:

• 2004-present, member, Sunday school helper, Children's Bible quizzing helper, Upwards Basketball coach, Witness Relocation moving ministry, Work and Witness team member to Costa Rica.

Valley Shepherd Church of the Nazarene, Meridian, ID

• 2009-2018, Caravan leader

Boy Scouts of America, Troop 118, Nampa, ID

- 2016-present, volunteer, troop treasurer
- 2019, Wood Badge leadership training

Teaching & Research Philosophy

Students learn and retain the most when their learning is a hands-on experience. Lectures should be structured to allow interaction with the students. A student's college experience should be supplemented with internships and faculty/student research projects. The main purpose of research at a small university should be to give the students the opportunity to experience, apply and supplement what they have learned in the classroom. Research also provides students the opportunity for one-on-one interaction with their advisor/mentor.

Publications & Patents: 51 Total

"Zinc acetate amine complexes: Single-source precursors to zinc oxide films and nanoparticles; the influence of amines on photocatalysis," J.D. Harris, Chapter 15 In *Nanomaterials via Single-Source Precursors*: ISBN: 0 978 012 820 340 8.

"Effects of capping ligands, morphology, and size of ZnO nanoparticles on the photocatalytic decolorization of malachite green," J.D. Harris, C.C. Pena, S.C. Bryant, A.J. Christy, K.O. Laughlin, A.E. Harris, K.V. Goettsche, C.E. Larson, L.R. Steiner, J.R. Chase, J. Croteau, D. Butt, S.M. Hubbard, and J.E. Cowen, *Catalyst.*, submitted.

"Crystallite Size Evaluation of ZnO Nanoparticles via Transmission Electron Microscopy and X-ray Powder Diffraction," J.E. Cowen, A.E. Harris, C.C. Pena, S.C. Bryant, A.J. Christy and J.D. Harris, Microscopy and Microanalysis, Vol 22, Issue S3 (Proceedings of Microscopy & Microanalysis 2016), July 2016, pp. 1610-1611.

"Novel Materials, Processing and Device Technologies for Space Exploration with Potential Dual-Use Applications', A.F. Hepp, S.G. Bailey, J.S. McNatt, M.V.S. Chandrashekhar, J.D. Harris, A.W. Rusch, K.A. Nogales, K.V. Goettsche, W. Hanson, D. Amos, V.K. Vendra, C. Woodbury, P. Hari, K.P. Roberts, and A.D. Jones, Jr., NASA Technical Memorandum, NASA/TM—2015-218866, December 2015.

Publications (Cont)

"Synthesis and characterization of [Zn(acetate)₂(amine)_x] compounds (x = 1 or 2) and their use as precursors to ZnO", J.S. Hyslop, A.R. Boydstun, T.R. Fereday, J.R. Rusch, J.L. Strunk, C.T. Wall, C.C. Pena, N.L. McKibben, J.D. Harris, A. Thurber, A. Punnoose, J. Brotherton, P. Walker, L. Lowe, B. Rapp, S. Purnell, W.B. Knowlton, S.M. Hubbard, and B.J. Frost, *Mater. Sci. Semicond. Process.*, 38, (2015), 278-289. doi:10.1016/j.mssp.2015.04.001. (PMCID: PMC4465802)

"Novel Materials, Processing and Device Technologies for Space Exploration with Potential Dual-Use Applications', A.F. Hepp, S.G. Bailey, J.S. McNatt, M.V.S. Chandrashekhar, J.D. Harris, A.W. Rusch, K.A. Nogales, K.V. Goettsche, W. Hanson, D. Amos, V.K. Vendra, C. Woodbury, P. Hari, K.P. Roberts, and A.D. Jones, Jr., Proceedings of the AIAA 12th International Energy Conversion Engineering Conference, July 28-30, 2014, Cleveland, OH.

"Ferromagnetism in Annealed Ce_{0.95}Co_{0.05}O₂ and Ce_{0.95}Ni_{0.05}O₂ Nanoparticles", S.K. Misra, S.I. Andronenko, J.D. Harris, A. Thurber, G.L. Beausoleil II, and A. Punnoose, Journal of Nanoscience and Nanotechnology, 2013, Vol. 13, pp. 1–8. doi:10.1166/jnn.2013.7778

"Identifying Hydrated Salts Using Simultaneous Thermogravimetric Analysis and Differential Scanning Calorimetry," J.D. Harris and A.W. Rusch, *J. Chem. Ed.*, 2013, 90 (2) pp. 235-238. DOI: 10.1021/ed300222y.

"A Large Scale Synthesis and Characterization of Quaternary CuIn_xGa_{1-x}S₂ Chalcopyrite Nanoparticles via Microwave Batch Reactions", C. Sun, R.D. Westover, G. Long, C. Bajracharya, J.D. Harris, A. Punnoose, R.G. Rodriguez, and J.J. Pak, *Int. J. of Chem. Engineering*, Volume 2011, Article ID 545234.

"Synthesis and Characterization of Chromium-Isothiocyanate-4-methylpyridine Complexes", J.L. Young, J.D. Harris, J.A. Benjamin, J.E. Fitch, J.R. Walker, D.F. Nogales, B.J. Frost, A. Thurber and A. Punnoose, *Inorganica Chimica Acta*, 377, (2011), pp. 14-19.

"Process and Apparatus Utilizing Mixed Ligand Organometallic Catalysts for in situ Growth of High Purity, Low Defect Density Carbon Nanotubes," A.F. Hepp and J.D. Harris, United States Patent: US 7,763,230 B2, July 27, 2010.

"Chapter 6: Spray CVD of Single-Source Precursors for Chalcopyrite I-III-VI2 Thin-Film Materials"; A.F. Hepp; K.K Banger; M.H.-C. Jin; J.D. Harris; J.S. McNatt; J.E. Dickman; In Solution Processing of Inorganic Materials; D. Mitzi, Ed.; Wiley-Interscience Publishing, 2009, pp. 157-197, ISBN: 978-0-470-40665-6.

"Spray Chemical Vapor Deposition of Single-Source Precursors for Chalcopyrite I-III-VI₂ Thin-Film Materials", A.F. Hepp; K.K Banger, M.H.-C. Jin, J.D. Harris, J.S. McNatt, J.E. Dickman, NASA Technical Publication – 2008-214937.

Publications (Cont)

"Improved Single-Source Precursors for Solar-Cell Absorbers," K.K. Banger, J.D. Harris, A.F. Hepp, *NASA Tech Briefs*, 2007, Vol. 31, No. 6, pg. 56.

"Spray CVD for Making Solar-Cell Absorber Layers," K.K. Banger, J.D. Harris, M.H-C Jin, and A.F. Hepp, *NASA Tech Briefs*, 2007, Vol. 31, No. 6, pp. 58-59.

"Single-source precursors for ternary chalcopyrite materials, and methods of making and using the same," K.K. Banger, A.F. Hepp, J.D. Harris, M.H-C Jin, S.L. Castro, United States Patent: 6,992,202, January 31, 2006.

"Growth of Multi-Walled Carbon Nanotubes by Injection CVD Using Cyclopentadienyliron Dicarbonyl Dimer and Cyclooctatetraene Iron Tricarbonyl," J.D. Harris, R.P. Raffaelle, T. Gennett, B.J. Landi and A.F. Hepp, *Material Science and Engineering B*, 2005, 116, 369-374.

"Carbon Nanotubes for Power Applications", R.P. Raffaelle, B.J. Landi, J.D. Harris, S.G. Bailey, and A.F. Hepp, *Material Science and Engineering B*, 2005, *116*, 233-243.

"CuInS₂ Films Deposited by Aerosol-Assisted Chemical Vapor Deposition Using Ternary Single-Source Precursors", M.H.-C. Jin, K.K. Banger, J.D. Harris, and A.F. Hepp, *Material Science and Engineering B*, 2005, *116*, 395-401.

"Synthesis, characterization and decomposition studies of tris(N,N-dibenzyldithiocarbamato)indium(III): chemical spray deposition of polycrystalline CuInS₂ on copper films," D.G. Hehemann, J.E Lau, J.D. Harris, M.D. Hoops, N.V. Duffy, P.E. Fanwick, M.H.-C. Jin and A.F. Hepp, *Material Science and Engineering B*, 2005, *116*, 381-389.

"Injection CVD Grown MWNTs for PEM Fuel Cells", B. J. Landi, H.J. Ruf, C.M. Schauerman, R.P. Raffaelle, J.D. Harris, and A.F. Hepp, Proceedings of the 2nd. International Energy Conversion Engineering Conference, Providence, RI, August 16-19, 2004, paper # AIAA-2004-5550.

"A New Commercializable Route for the Preparation of Single-Source Precursors for Bulk, Thin-Film, and Nanocrystallite I-III-VI Semiconductors," K.K. Banger, M.H.-C. Jin, J.D. Harris, P.E. Fanwick, and A.F. Hepp, NASA Technical Memorandum – 2004-212922

"A New Facile Route for the Preparation of Single-Source Precursors for Bulk, Thin-Film, and Nanocrystallite I-III-VI Semiconductors," K.K. Banger, M.H.-C. Jin, J.D. Harris, P.E. Fanwick, and A.F. Hepp, *Inorganic Chemistry*, 2003, 42,7713-7715

"Growth and Characterization of Multi-Walled Carbon Nanotubes At NASA Glenn Research Center", J.D. Harris, A.F. Hepp, R.P. Raffaellec, T. Gennett, R. Vander Wal, B.J. Landi, Y.

Luo and D.A. Scherson, Proceedings of the 1st. International Energy Conversion Engineering Conference, Portsmouth, VA, August 18-22, 2003, paper # AIAA-2003-5953.

Publications (Cont)

"The Effect of Film Composition on the Texture and Grain Size of CuInS₂ Prepared by Spray Pyrolysis," M.H.-C. Jin, K.K. Banger, J.D. Harris and A.F. Hepp, Proceedings of the 3rd World Conference on Photovoltaic Energy Conversion, Osaka, Japan, May 11-18, 2003, paper # 2P-A8-21.

"The Effect of Film Composition on the Texture and Grain Size of CuInS₂ Prepared by Chemical Spray Pyrolysis," M.H.-C. Jin, K.K. Banger, J.D. Harris and A.F. Hepp, *Mat. Res. Soc. Symp. Proc.* 2003, 763, B8.23.1- B8.23.5.

"Single source precursors for fabrication of I-III-VI₂ thin-film solar cells via spray CVD," J.A. Hollingsworth, K.K. Banger, M.H-C. Jin, J.D. Harris, J.E. Cowen, E.W. Bohannan, J.A. Switzer, W.E. Buhro, A.F. Hepp, *Thin Solid Films*, 2003, 431-432, 63-67.

"Characterization of CuInS₂ Films Prepared by Atmospheric Pressure Spray Chemical Vapor Deposition," J.D. Harris, K.K. Banger, D.A. Scheiman, M.A. Smith, M.H. Jin and A.F. Hepp, *Material Science and Engineering*, 2003, *B98*, 150-155.

"Novel Route to Transition Metal Isothiocyanate Complexes Using Metal Powders and Thiourea," J.D. Harris, W.E. Eckles, A.F. Hepp, S.A. Duraj, D.G. Hehemann, P.E. Fanwick and J. Richardson, NASA Technical Publication – 2003-211890.

"Ternary Single Source Precursors for Polycrystalline Thin-film Solar Cells", K.K. Banger, J. Hollingsworth, J.D. Harris, J.E. Cowen, W.E. Buhro, A.F. Hepp, *Appl. Organometal. Chem.*, 2002, *16*, 617-627.

"Synthesis and Characterization of Transition Metal Isothiocyanate Complexes Prepared from Metal Powders and Thiourea," J.D. Harris, W.E. Eckles, A.F. Hepp, S.A. Duraj, P.E. Fanwick, *Inorganica Chimica Acta*, 2002, 338, 99-104.

"Thin-Film Organic-Based Solar Cells For Space Power," S.G. Bailey, J.D. Harris, A.F. Hepp, E.J. Anglin, R.P. Raffaelle, H.R. Clark, Jr., S.T.P. Gardner and S-S. Sun, Proceedings of the 37th Intersociety Energy Conversion Engineering Conference, Washington, DC, July 28-August 2, 2002, paper # 20154.

"Chemical Vapor Deposition for Ultra-Lightweight Thin-Film Solar Arrays for Space," A.F. Hepp, R.P. Raffaelle, K.K. Banger, M.H. Jin, J.E. Lau, J.D. Harris, J.E. Cowen, and S.A. Duraj, Proceedings of the 37th Intersociety Energy Conversion Engineering Conference, Washington, DC, July 28-August 2, 2002, paper # 20156.

"Single Source Precursors for Thin Film Solar Cells," K.K. Banger, J.A. Hollingsworth, J.D. Harris, J.E. Cowen, W.E. Buhro and A.F. Hepp, NASA Technical Memorandum – 2002-211496.

Publications (Cont)

"Thin Film CuInS₂ Prepared by Spray Pyrolysis with Single-Source Precursors," M.H. Jin, K.K. Banger, J.D. Harris, J.E. Cowen, and A.F. Hepp, Proceedings of the 29th IEEE Photovoltaic Specialists Conference, New Orleans, LA, May 20-24, 2002.

"Space Environmental Testing of Dye-Sensitized Solar Cells," J.D. Harris, E.J. Anglin, A.F. Hepp, S.G. Bailey, D.A. Scheiman, S.L. Castro, Proceedings of the Sixth European Space Power Conference, Porto, Portugal, May 6-10, 2002, pp. 629-632.

"Facile Modulation of Single Source Precursors: The Synthesis and Characterization of The First Liquid Single Source Precursors for Deposition of Ternary Chalcopyrite Materials," K.K. Banger, J.D. Harris, J.C. Cowen, A.F. Hepp, *Thin Solid Films*, 2002, 403-404, 390-395.

"Atmospheric Pressure Spray Chemical Vapor Deposited CuInS₂ Thin Films For Photovoltaic Applications," J.D. Harris, R.P. Raffaelle, K.K. Banger, A.F. Hepp, Proceedings of the 17th Space Photovoltaic Research Conference, Brookpark, OH, September 11-13, 2001.

"Dissolution of Metal Powders by Thiourea: A Novel Route to Transition Metal Isothiocyanate Complexes," J.D. Harris, W.E. Eckles, A.F. Hepp, S.A. Duraj, P.E. Fanwick, J. Richardson, and E.M. Gordon, *Materials and Design*, 2001, 22, 625-634.

"Optical and Structural Characterization of Copper Indium Disulfide Thin Films," D.O. Henderson, R. Mu, A. Ueda, M.H. Wu, E.M. Gordan, Y.S. Tung, M. Huang, J. Keay, L.C. Feldman, J.A. Hollingsworth, W.E. Buhro, J.D. Harris, A.F. Hepp, R.P. Raffaelle, *Materials and Design*, 2001, 22, 585-589.

"Using Single Source Precursors and Spray Chemical Vapor Deposition to Grow Thin-Film CuInS₂," J.D. Harris, D.G. Hehemann, J.E. Cowen, A.F. Hepp, R.P. Raffaelle, J.A. Hollingsworth, Proceedings of the 28th IEEE Photovoltaic Specialists Conference, Anchorage, AK, September 17-22, 2000, pp. 563-566.

"Integrated Solar Power Systems," R.P. Raffaelle, J. Underwood, D. Scheiman, J.E. Cowen, P. Jenkins, A.F. Hepp, J.D. Harris, D.M. Wilt, Proceedings of the 28th IEEE Photovoltaic Specialists Conference, Anchorage, AK, September 17-22, 2000, pp. 1370-1373.

"Integrated Thin-Film Solar Power System," R.P. Raffaelle, J.D. Harris, D. Hehemann, D. Scheiman, G. Rybicki, and A.F. Hepp, Proceedings of the 35th Intersociety Energy Conversion Engineering Conference, Las Vegas, NV, July 24-28, 2000.

"A Facile Route to Thin Film Solid State Lithium Microelectronic Batteries," R.P. Raffaelle, J.D. Harris, D. Hehemann, D. Scheiman, G. Rybicki, and A.F. Hepp, *J. Power Sources*, 2000, 89, 52-55.

Publications (Cont)

"Thin-Film Microelectronic Solar Power Systems," J.D. Harris, R.P. Raffaelle, A.F. Hepp, G. Rybicki, D. Scheiman and J.E. Cowen, Proceedings of NanoSpace 2000 – Advancing the Human Frontier, League City, TX January 23 – 28, 2000.

"Wet-Chemical Synthesis of Thin-Film Solar Cells," R.P. Raffaelle, W. Junek, J. Gorse, T. Thompson, J.D. Harris, J. Cowen, D. Hehemann, G. Rybicki, and A.F. Hepp, *Mat. Res. Soc. Symp. Proc.*, 2000, 606, 155-162.

"Synthesis of Thin Film Lithium-ion Battery Components Using the Spray Decomposition Approach," K.S. Weil, P.N. Kumta, J.D. Harris, and A.F. Hepp, *Mat. Res. Soc. Symp. Proc.*, 1999, *551*, 91-100.

"A Comprehensive Characterization of Copper Indium Disulfide," R. Mu, D.O. Henderson, A. Ueda, M.H. Wu, J.A. Bennett, M.A.M. Paliza, M.B. Huang, J. Keay, L.C. Feldman, K.C.

Kwiatkowski, C.M. Lukehart, J.A. Hollingsworth, W.E. Buhro, J.D. Harris, E.M. Gordan, A.F. Hepp, Proceedings of the SPIE Conference on Solar Optical Materials XVI, Denver, CO, July 1999, SPIE Vol. 3789, pp. 116-124.

"Multinuclear Magnetic Resonance Spectroscopy of Centered Zirconium Halide Clusters," J. D. Harris, and T. Hughbanks, *J. Amer. Chem. Soc.*, 1997, 119, 9449-9459.

"Synthesis and Characterization of the Isocyanide Ligated Centered Zirconium Halide Cluster [(Zr₆Be)Cl₁₂(CNXyl)₆]," J. D. Harris, and T. Hughbanks, *J. Cluster Sci.*, 1997, 8, 521-531.

"Mass spectrometric investigations of aluminum oxide reduction by gaseous aluminum carbides in electrothermal atomization," J.A. Holcombe, D.L. Styris, and J.D. Harris, *Spectrachimica Acta*, 1991, 46B, 629-639.

Selected Presentations

"Green synthesis of ZnO nanoparticles using plant extracts for enhanced antibacterial and photocatalytic properties", <u>J.D. Harris</u>, E.A. Wade, Z.D. Ledvina, E.G. Ellison, S.M. Hubbard, and J.C. Nixon, Pacifichem 2021, Honolulu, HI, December 16-21, 2021.

"Synthesis and antibacterial Properties of ZnO nanoparticles from extracts of *Hydrastis* canadensis, *Plantago major*, and *Lavandula* x *intermedia*," E.A. Wade, Z.D. Ledvina, E.G. Ellison, J.C. Nixon, and J.D. Harris, 2021 Idaho INBRE Conference, Moscow, ID, July 26-28, 2021.

"Synthesis and antibacterial properties of ZnO nanoparticles from *Hydrastis canadensis* extract," E.G. Ellison, E.A. Wade, Z.D. Ledvina, J.C. Nixon, and J.D. Harris, Idaho Conference on Undergraduate Research, Boise, ID, July 21-23, 2021.

Selected Presentations (Cont)

"Synthesis and Characterization of ZnO Nanoparticles from Extracts of *Allium sativum* and *Hydrastis canadensis*," E.A. Wade, C.J. Massie, D.F. Harris, and J.D. Harris, 28th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 6-7, 2020.

"Synthesis and Characterization of ZnO Nanoparticles from Extracts of *Allium sativum* and *Hydrastis canadensis*," E.A. Wade, C.J. Massie, D.F. Harris, and J.D. Harris, Idaho Conference on Undergraduate Research, Boise, ID, July 23-24, 2020.

"Synthesis and characterization of ZnO nanoparticles and their use to photocatalyze malachite green", J.D. Harris, C.C. Pena, A.E. Harris, J.E. Cowen, (Paper # INOR ???, Spring 2020 ACS National Meeting & Expo, Philadelphia, PA) March 22-26, 2020.

"Enhancement of ZnO antibacterial properties by incorporating plant extracts", C.J. Massie, E.A. Wade, and J.D. Harris, (Paper # INOR ???, Spring 2020 ACS National Meeting & Expo, Philadelphia, PA) March 22-26, 2020.

"Enhancement of ZnO antibacterial properties by incorporating plant extracts", E. Wade, C. Massie and J.D. Harris, 27th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 8-9, 2019.

"Enhancement of ZnO antibacterial properties by incorporating plant extracts", C. Massie, E. Wade, and J.D. Harris, 2019 Idaho INBRE Conference, Moscow, ID, July 30-31 2019.

"Comparative toxicity of ZnO nanoparticles synthesized using different amines," C.C. Pena, K.A. Cornell, J.E. Cowen, and J.D. Harris, 61st Idaho Academy of Science and Engineering Meeting and Symposium, Meridian, ID, April 12-13, 2019.

"ZnO nanoparticle synthesis, characterization, and use to photocatalyze malachite green," A.E. Harris, J.D. Harris, C.C. Pena, and J.E. Cowen, 61st Idaho Academy of Science and Engineering Meeting and Symposium, Meridian, ID, April 12-13, 2019.

"NiO nanoparticle synthesis, characterization, and toxicology," P.T. Gwin, C.C. Pena, J.D. Harris, J.E. Cowen, 26th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 9-10, 2018.

"Self-assembly of PS-b-PEO films as a shadow mask for GaAs nanowire deposition," L.R. Steiner, S.C. Hall, J.D. Harris, 26th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 9-10, 2018.

"Synthesis and characterization of Pd(SCN)₂(4-mepy)₂," N.L. Paul, K.E. Djernes, J.D Harris, 26th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 9-10, 2018.

Selected Presentations (Cont)

"Comparative toxicity of ZnO nanoparticles synthesized using different amines," C.C. Pena, K.A. Cornell, J.E. Cowen, and <u>J.D. Harris</u>, (Paper # INOR 744, 256th ACS National Meeting, Boston, MA) August 19-23, 2018.

"Synthesis and characterization of ZnO nanoparticles and their use to photocatalyze the degradation of malachite green," A.E. Harris, J.D. Harris, C.C. Pena, and J.E. Cowen, (Paper # INOR 724, 256th American Chemical Society National Meeting, Boston, MA) August 19-23, 2018.

"NiO nanoparticle synthesis, characterization, and toxicology", P.T. Gwin, C.C. Pena, J.D. Harris, J.E. Cowen, 2018 Idaho INBRE Conference, Moscow, ID, July 31-Aug. 1, 2018.

"Self-assembly of PS-b-PEO films as a shadow mask for GaAs nanowire deposition," L.R. Steiner, S.C. Hall, A.J. Christy, and J.D. Harris, (Paper # INOR 834, 255th ACS National Meeting, New Orleans, LA) March 18-22, 2018.

"NiO nanoparticle synthesis, characterization, and toxicology," P.T. Gwin, C.C. Pena, K.A. Cornell, J.E. Cowen, and J.D. Harris, (Paper # INOR 804, 255th ACS National Meeting, New Orleans, LA) March 18-22, 2018.

"Comparative toxicity of ZnO nanoparticles synthesized using different amines," C.C. Pena, K.A. Cornell, J.E. Cowen, and J.D. Harris, (Paper # INOR 800, 255th American Chemical Society National Meeting, New Orleans, LA) March 18-22, 2018.

"Synthesis and characterization of ZnO nanoparticles and their use as a photocatalyst," <u>J.D. Harris</u>, C.C. Pena, A.E. Harris, and J.E. Cowen, (Paper # INOR 799, 255th ACS National Meeting, New Orleans, LA) March 18-22, 2018.

"Self patterning of PS-*b*-PEO as a shadow mask for quantum nanowire deposition," L.R. Steiner, S.C. Hall, J.D. Harris, 25th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, November 10-11, 2017.

"NiO nanoparticle synthesis, characterization, and toxicology," P.T. Gwin, C.C. Pena, J.D. Harris, J.E. Cowen, 25th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, November 10-11, 2017.

"Use of ZnO nanoparticles to photodegrade azo dye Janus Green B," A.W. Silva, H. Anderson, C.C. Pena, J.E. Cowen, J.J. Pak, J. Croteau, D. Butt, and J.D. Harris, 25th Regional

Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, November 10-11, 2017.

"NiO nanoparticle synthesis, characterization, and toxicology", P.T. Gwin, C.C. Pena, J.D. Harris, J.E. Cowen, 2017 Idaho INBRE Conference, Aug. 1-2, 2017.

Selected Presentations (Cont)

"Nanostructured Lithography through Self Assembly of Diblock Copolymers," L.R. Steiner, A.J. Christy, J.D. Harris, D. Estrada, (Paper # CHED 1748, 253rd ACS National Meeting, San Francisco, CA) April 2-6, 2017.

"Effect of ZnO nanoparticle morphology on photodegradation of Janus Green B azo dye", H. Anderson, C.C. Pena, J.E. Cowen, J.J. Pak, J. Croteau, D. Butt, and J.D. Harris, (Paper # CHED 1262, 253rd ACS National Meeting, San Francisco, CA) April 2-6, 2017.

"Neurodevelopmental toxicity of low concentration silver nanoparticles in embryonic zebrafish (*Danio rerio*)", T. Hemphill, V. Nicolae, A. Latta, S. Robertson, R. Manteca, C.C. Pena, J.J. Pak, M.A. Thomas, and J.D. Harris, (Paper # CHED 1259, 253rd ACS National Meeting, San Francisco, CA) April 2-6, 2017.

"Nanostructured Lithography through Self Assembly of Diblock Copolymers," L.R. Steiner, A.J. Christy, J.D. Harris, D. Estrada, 25th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, November 4-5, 2016.

"Effect of ZnO nanoparticle morphology on photodegradation of Janus Green B azo dye", H. Anderson, C.C. Pena, J.E. Cowen, J.J. Pak, J. Croteau, D. Butt, and J.D. Harris, 25th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, November 4-5, 2016.

"Neurodevelopmental toxicity of low concentration silver nanoparticles in embryonic zebrafish (*Danio rerio*)", T. Hemphill, V. Nicolae, A. Latta, S. Robertson, R. Manteca, C.C. Pena, J.J. Pak, M.A. Thomas, and J.D. Harris, 25th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, November 4-5, 2016.

"Environmental toxicology & health implications of nanomaterials", <u>J.D. Harris</u>, 2016 Idaho INBRE Conference, Aug. 1-3, 2016.

"Effect of ZnO nanoparticle morphology on photodegradation of Janus Green B azo dye", H. Anderson, C.C. Pena, J.E. Cowen, J.J. Pak, J. Croteau, and J.D. Harris, 2016 Idaho INBRE Conference, Aug. 1-3, 2016.

"Neurodevelopmental toxicity of low concentration silver nanoparticles in embryonic zebrafish (*Danio rerio*)", T. Hemphill, V. Nicolae, A. Latta, S. Robertson, R. Manteca, C.C.

Pena, J.J. Pak, M.A. Thomas, and J.D. Harris, 2016 Idaho INBRE Conference, Aug. 1-3, 2016.

"Nanostructured polymer lithography for electronic applications," A.J. Christy, N. McKibben, J.D. Harris, D. Estrada, 2016 IEEE Workshop on Microelectronics and Electron Devices, Boise, ID, April 15, 2016.

Selected Presentations (Cont)

"Influence of ZnO particle size and morphology on the photocatalytic degradation of malachite green," J.D. Harris, A.E. Harris, C. Pena, S. Bryant, A.J. Christy, J. Cowen and J. Pak, (Paper # INOR 933, 251th ACS National Meeting, San Diego, CA) March 12-17, 2016.

"Nanostructured polymer lithography for electronic applications," A.J. Christy, J.D. Harris, and D. Estrada, (Paper # PMSE 295, 251th ACS National Meeting, San Diego, CA) March 12-17, 2016.

"Effect of ZnO morphology on the photodegradation of malachite green oxalate," S. Bryant, K. Laughlin, C. Pena, and J.D. Harris, 24nd Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 6-7, 2015.

"Nanostructured polymer lithography for photovoltaic applications," A.J. Christy, N. McKibben, J.D. Harris, D. Estrada, 24nd Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 6-7, 2015.

"Effect of ZnO morphology on the photodegradation of malachite green oxalate," A.J. Christy, S. Bryant, K. Laughlin, N. McKibben, and J.D. Harris, 4th Biennial Western Regional IDeA Scientific Conference, Cour d'Alene, ID, October 12-14, 2015.

"Effect of ZnO morphology on the photodegradation of malachite green oxalate," S. Bryant, K. Laughlin, N. McKibben, and J.D. Harris, 70th ACS Northwest Regional Meeting, Pocatello, ID, June 21-24, 2015.

"Nanostructured polymer lithography for photovoltaic applications," A.J. Christy, N. McKibben, J.D. Harris, D. Estrada, 70th ACS Northwest Regional Meeting, Pocatello, ID, June 21-24, 2015.

"Effect of ZnO morphology on the photodegradation of malachite green oxalate," S. Bryant, K. Laughlin, N. McKibben, and J.D. Harris, (Paper # CHED 901, 249th ACS National Meeting, Denver, CO) March 22-26, 2015.

"Nanostructured polymer lithography for photovoltaic applications," A.J. Christy, N. McKibben, J.D. Harris, D. Estrada, (Paper # CHED 1053, 249th ACS National Meeting, Denver, CO) March 22-26, 2015.

"Nanostructured polymer lithography for photovoltaic applications," A.J. Christy, N. McKibben, J.D. Harris, D. Estrada, 2015 IEEE Workshop on Microelectronics and Electron Devices, Boise, ID, March 20, 2015.

"Effect of ZnO Morphology on the Photodegradation of Malachite Green Oxalate," S. Bryant, K. Laughlin, and J.D. Harris, 23nd Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 14-15, 2014.

Selected Presentations (Cont)

"Nanostructured Lithography Through Self Assembly of Diblock Copolymers," N. McKibben, A.J. Christy, J.D. Harris, D. Estrada, 23nd Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Vancouver, WA, November 14-15, 2014.

"Nanostructured Polymer Lithography for Photovoltaic Applications," N. McKibben, A.J. Christy, J.D. Harris, D. Estrada, J. McNatt, 23rd Space Photovoltaic Research and Technology Conference, Cleveland, OH, October 28-30, 2014.

"Effect of ZnO Morphology on the Photodegradation of Malachite Green Oxalate," S. Bryant, K. Laughlin, and J.D. Harris, Idaho Conference on Undergraduate Research, Boise, ID, July 30-31, 2014.

"Nanostructured Polymer Lithography for Photovoltaic Applications," N. McKibben, J.D. Harris, J. McNatt, 2014 IEEE Workshop on Microelectronics and Electron Devices, Boise, ID, April 18, 2014.

"Nanostructured Polymer Lithography for Photovoltaic Applications," N. McKibben, J.D. Harris, J. McNatt, 22nd Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Portland, OR, November 8-9, 2013.

"Nanostructured Polymer Lithography for Photovoltaic Applications," N. McKibben, J.D. Harris, J. McNatt, 2013 NASA Glenn Research Center Summer Student Internship Presentation, Cleveland, OH, August 5, 2013.

"Nanostructured Polymer Lithography for Photovoltaic Applications," <u>J.D. Harris</u>, N. McKibben, J. McNatt, 2013 NASA Glenn Research Center Summer Faculty Fellowship Presentation, Cleveland, OH, August 5, 2013.

"Effect of ZnO Size & Morphology on the Photodegradation of Organic Dyes," D.S. Stout, A.W. Rusch, K.A. Nogales, K. Goettsche, J.D. Harris, W.B. Knowlton, A. Punnoose, and S.M. Hubbard, 2013 IEEE Workshop on Microelectronics and Electron Devices, Boise, ID, April 12, 2013.

"Effect of ZnO morphology on the photodegradation of phenol red," A.W. Rusch, K.R.

Nogales, K. Goettsche, J.D. Harris, P. Walker, W.B. Knowlton, A. Thurber, A. Punnoose, S. Christopher and S.M. Hubbard, 21st Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Walla Walla, WA, October 26-27, 2012.

"The use of amines to control ZnO morphology," K. Goettsche, C.E. Larson, W. Hanson, J.D. Harris, A. Thurber, P. Walker, A. Punnoose, W.B. Knowlton, S. Christopher and S.M. Hubbard, 67th ACS Northwest Regional Meeting, Boise, ID, June 24-27, 2012.

"Synthesis and characterization of Zn(acetate)₂(amine)_x compounds and their use as precursors to ZnO," <u>J.D. Harris</u>, A.R. Snyder, J.R. Walker, A. Thurber, P. Walker, W.B. Knowlton, A. Punnoose, S. Christopher and S.M. Hubbard, 67th ACS Northwest Regional Meeting, Boise, ID) June 24-27, 2012.

Selected Presentations (Cont)

"The use of amines to control ZnO morphology," K. Goettsche, C.E. Larson, W. Hanson, J.D. Harris, A. Thurber, P. Walker, A. Punnoose, W.B. Knowlton, S. Christopher and S.M. Hubbard, 2012 IEEE Workshop on Microelectronics and Electron Devices, Boise, ID, April 20, 2012.

"Synthesis and characterization of Zn(acetate)₂(amine)_x compounds and their use as precursors to ZnO," <u>J.D. Harris</u>, A.R. Snyder, J.R. Walker, A. Thurber, P. Walker, W.B. Knowlton, A. Punnoose, S. Christopher and S.M. Hubbard, 2012 IEEE Workshop on Microelectronics and Electron Devices, Boise, ID, April 20, 2012.

"Synthesis and characterization of Zn(acetate)₂(amine)_x compounds and their use as precursors to ZnO," <u>J.D. Harris</u>, A.R. Snyder, J.R. Walker, A. Thurber, P. Walker, W.B. Knowlton, A. Punnoose and B.J. Frost, (Paper # INOR 323, 243th ACS National Meeting, San Diego, CA) March 25-29, 2012.

"Synthesis and characterization of Zn_{1-x}Co_xO using Zn(acetate)₂(amine)_x precursors," L.A. Smith, J.D. Harris, A. Punnoose, A. Thurber, W.B. Knowlton, P. Walker, and B.J. Frost, 20th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Seattle, WA, November 11-12, 2011.

"Synthesis and characterization of Zn(acetate)₂(amine)_x compounds and their use as precursors to ZnO," J.R. Walker, J.D. Harris, A. Punnoose, A. Thurber, W.B. Knowlton, P. Walker, and B.J. Frost, 20th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Seattle, WA, November 11-12, 2011.

"The use of amines to control ZnO morphology," K. Goettsche, J.D. Harris, A. Punnoose, A. Thurber, W.B. Knowlton, P. Walker, S. Christopher and S.M. Hubbard, 20th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Seattle, WA, November 11-12, 2011.

"Synthesis and characterization of cobalt doped ZnO powders and films," L.A. Smith, T.

Fereday, J.D. Harris, A. Thurber, J. Brotherton, P. Walker, W.B. Knowlton, A. Punnoose and B.J. Frost, (53rd Annual Symposium of the Idaho Academy of Science, Caldwell, ID) March 31 – April 2, 2011.

"Modification of ZnO crystal morphology by the addition of amines," J.R. Walker, J.D. Harris, A.R. Snyder, A. Thurber, P. Walker, J. Brotherton, W.B. Knowlton, A. Punnoose and B.J. Frost, (53rd Annual Symposium of the Idaho Academy of Science, Caldwell, ID) March 31 – April 2, 2011.

"Synthesis and characterization of cobalt doped ZnO powders and films," L.A. Smith, T. Fereday, J.D. Harris, A. Thurber, J. Brotherton, W.B. Knowlton, A. Punnoose and B.J. Frost, (Paper # INOR 667, 241th ACS National Meeting, Anaheim, CA) March 27-31, 2011.

"Modification of ZnO crystal morphology by the addition of amines," <u>J.D. Harris</u>, A.R. Snyder, C.E. Larson, J.R. Walker, A. Thurber, P. Walker, J. Brotherton, W.B. Knowlton, A. Punnoose and B.J. Frost, (Paper # INOR 665, 241th ACS National Meeting, Anaheim, CA) March 27-31, 2011.

Selected Presentations (Cont)

"Synthesis and characterization of cobalt doped ZnO," L.A. Smith, J.D. Harris, T.R. Fereday, A. Punnoose, A. Thurber, W.B. Knowlton, B. Beausoleil, P. Walker, and B.J. Frost, 19th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, McMinnville, OR, November 12-13, 2010.

"Working toward the synthesis of phosphorous-doped ZnO from single source chemical precursors," W. Hanson, J.D. Harris, L.A. Smith, A. Snyder, A. Thurber, W.B. Knowlton, A. Punnoose, and B. Beausoleil, 19th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, McMinnville, OR, November 12-13, 2010.

"Synthesis and characterization of cobalt doped ZnO," L.A. Smith, T.R. Fereday, J.D. Harris, A. Thurber, J. Brotherton, W.B. Knowlton, A. Punnoose and B.J. Frost, (Paper # INOR 755, 240th ACS National Meeting, Boston, MA) August 22-26, 2010.

"Synthesis and characterization of transition metal-doped ZnO," L.A. Smith, T.R. Fereday, J.D. Harris, J. Brotherton, A. Thurber, W.B. Knowlton, A. Punnoose and B.J. Frost, (Paper # CHED 782, 239th ACS National Meeting, San Francisco, CA) March 21-25, 2010.

"Synthesis and characterization of ZnO sol-gel powders," A.R. Snyder, L.A. Smith, T.R. Fereday, J.D. Harris, A. Thurber, J. Brotherton, P. Walker, W.B. Knowlton, and A. Punnoose, (Paper # CHED 783, 239th ACS National Meeting, San Francisco, CA) March 21-25, 2010.

"Growth and characterization of ZnO thin films,", T.R. Fereday, L.A. Smith, A.R. Snyder, J.D. Harris, A. Thurber, J. Brotherton, W.B. Knowlton, A. Punnoose and B.J. Frost, (Paper # CHED 784, 239th ACS National Meeting, San Francisco, CA) March 21-25, 2010.

"Synthesis and characterization of ZnO from single source precursors," A.R. Snyder, L.A.

Smith, T.R. Fereday, J.D. Harris, W.B. Knowlton and A. Thurber, 18th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Spokane, WA, October 30-31, 2009.

"Synthesis and characterization of p-type ZnO from single source precursors," <u>J.D Harris</u>, J.S. Hyslop, J.L. Young, A. Punnoose, S.M. Hubbard and B.J. Frost, 64nd ACS Northwest Regional Meeting, Tacoma, WA, June 28 – July 1, 2009.

"Synthesis and characterization of p-type ZnO films from single source precursors," J.S. Hyslop, J.L. Young and J.D Harris, 17th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Tacoma, WA, November 7-8, 2008.

"Chemical vapor deposited and template synthesized carbon nanotubes for polymer solar cells," J.L. Young, J.D. Harris and R.P. Raffaelle, 50th Annual Meeting and Symposium of the Idaho Academy of Science, Boise, ID, March 27-29, 2008.

"Use of Zn(acetate)₂(amine)_x compounds as precursors to N-doped ZnO," J.S. Hyslop and J.D Harris, 16th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Salem, OR, November 2-3, 2007.

"Inorganic research at Northwest Nazarene University," <u>J.D. Harris</u>, 2007 NSF REU Minisymposium, University of Nevada, Reno, Reno, NV, August 15, 2007.

Selected Presentations (Cont)

"Integration of NMR Spectroscopy throughout the undergraduate chemistry curriculum," D.F. Nogales, D.T. Anstine, <u>J.D. Harris</u> and J. Chase, Paper # 32, 62nd ACS Northwest Regional Meeting, Boise, ID, June 17-20, 2007

"Chemical vapor deposited and template synthesized carbon nanotubes for polymer solar cells," J.L. Young, J.D. Harris and R.P. Raffaelle, Paper # 46, 62nd ACS Northwest Regional Meeting, Boise, ID, June 17-20, 2007

"Synthesis and characterization of new chemical precursors for p-type metal oxide semiconductors," J.S. Hyslop, J.L. Young, J.D. Harris and B.J. Frost, Paper # 49, 62nd ACS Northwest Regional Meeting, Boise, ID, June 17-20, 2007

"Integration of NMR Spectroscopy throughout the undergraduate chemistry curriculum," D.F. Nogales, D.T. Anstine, <u>J.D. Harris</u> and J. Chase, (Paper # CHED 185, 233rd ACS National Meeting, Chicago, IL) March 25-29, 2007.

"Chemical vapor deposited and template synthesized carbon nanotubes for polymer solar cells," J.L. Young, J.D. Harris and R.P. Raffaelle, (Paper # CHED 1186, 233rd ACS National Meeting, Chicago, IL) March 25-29, 2007.

"Synthesis and characterization of new chemical precursors for p-type metal oxide semiconductors," J.S. Hyslop, J.L. Young, J.D. Harris and B.J. Frost, (Paper # CHED 1256,

233rd ACS National Meeting, Chicago, IL) March 25-29, 2007.

"New Chemical Precursors for p-type Metal Oxide Semiconductors," J.S. Hyslop, J.L. Young, and J.D Harris, 15th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Portland, OR, October 20-21, 2006.

"Chemical Vapor Deposited Carbon nanotubes for Polymer Solar Cells," <u>J.D. Harris</u>, J.L. Young, K.E. Djernes, J.A. Benjamin, R.P. Raffaelle, and B.J. Frost, Paper # 98, 61st ACS Northwest Regional Meeting, Reno, NV, June 25-28, 2006.

"New Catalysts for Carbon Nanotube-based Polymer Solar Cells," K.E. Djernes, J.A. Benjamin, J.D Harris, 14th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Nampa, ID, November 11-12, 2005.

"New Catalyst Precursors for Carbon Nanotube Growth," J.A. Benjamin, J.D Harris, 47th Annual Meeting and Symposium of the Idaho Academy of Science, Nampa, ID, April 7-9, 2005.

"New Catalyst Precursors for Carbon Nanotube Growth," J.A. Benjamin, J.D Harris, 13th Regional Conference on Undergraduate Research of the Murdock College Science Research Program, Portland, OR, November 12-13, 2004.

"Optimization of Atmospheric Pressure Spray Chemical Vapor Deposited Thin Films of CuInS₂ to Achieve Higher Efficiency Solar Cells on Polymer Substrates," <u>J.D. Harris</u>, 3rd NASA Idaho EPSCoR Annual Meeting, Moscow, ID, October 26, 2004.

Selected Presentations (Cont)

"Photovoltaic Applications of Atmospheric Pressure Spray Chemical Vapor Deposited CuInS₂ Films," <u>J.D. Harris</u>, K.K. Banger, D.A. Scheiman, M.A. Smith, A.F. Hepp, (Paper # 629, 202nd Meeting of the Electrochemical Society, Salt Lake City, UT) October 20-25, 2002.

"Atmospheric Pressure Spray Chemical Vapor Deposited CuInS₂ Thin Films For Photovoltaic Applications," <u>J.D. Harris</u>, R.P. Raffaelle, K.K. Banger, A.F. Hepp, 17th Space Photovoltaic Research Conference, Brookpark, OH, September 11-13, 2001.

"Thin-film Microelectronic Solar Power Systems," <u>J.D. Harris</u>, A.F. Hepp, D. Scheiman and R.P. Raffaelle, (Paper # 361, 222nd ACS National Meeting, Chicago, IL) August 26-30, 2001.

"Facile Modulation and Preparation of Single-Source Precursors for Low-Temperature Deposition of Ternary Chalcopyrite Materials," K.K. Banger, J. Cowen, J.D. Harris, R. McClarnon, A. Riga, S. Duraj, A.F. Hepp, (Paper # 367, 222nd ACS National Meeting, Chicago, IL) August 26-30, 2001.

"Using Single Source Precursors and Spray Chemical Vapor Deposition to Grow Thin-Film CuInS2," <u>J.D. Harris</u>, D.G. Hehemann, J.E. Cowen, A.F. Hepp, R.P. Raffaelle, J.A. Hollingsworth, (28th IEEE Photovoltaic Specialists Conference Anchorage, AK) September 17-22, 2000.

"Synthetic and Structural Studies of Indium and Gallium Compounds," A.F. Hepp, <u>J.D. Harris</u> and S.A. Duraj, (ACS Cleveland Section, Meeting in Miniature. Berea, OH) March 2000.

"Thin-Film Microelectronic Solar Power Systems," A.F. Hepp, G. Rybicki, <u>J.D. Harris</u>, D. Scheiman and R.P. Raffaelle, (NanoSpace 2000 – Advancing the Human Frontier, League City, TX) January 23 – 28, 2000.

"NMR and Other Techniques for Understanding Zirconium Halide Clusters, Inside and Out," J. D. Harris and T. Hughbanks, (213th ACS National Meeting. San Francisco, CA) April 1997.

"NMR and Other Techniques for Understanding Zirconium Halide Clusters, Inside and Out," <u>J. D. Harris</u> and T. Hughbanks, (Industry-University Cooperative Chemistry Program. College Station, TX) October 1996.

"Ligand Exchange Chemistry of Centered Octahedral Zirconium Halide Clusters," <u>J. D. Harris</u> and T. Hughbanks, (211th ACS National Meeting. New Orleans, LA) March 1996.

Research Grant Awards as Principal Investigator: Awards Totaling \$2,494,796

Idaho INBRE Summer Research Mentor – "Enhancing ZnO antibacterial properties by incorporating plant extracts," \$44,800, submitted 1/28/2021, declined.

Idaho INBRE Summer Research Mentor – "Enhancement of ZnO antibacterial properties by incorporation of plant extracts," \$89,600, 05/01/19 – 04/30/21.

Research Grants (Cont)

NIH: "Novel nanoparticles for antibiotic and chemotherapeutic applications," \$386,426, submitted 10/25/2018, declined.

M.J. Murdock Charitable Trust, "Understanding how synthesis conditions, size, shape and surface ligands alter the toxicity of zinc oxide and copper indium disulfide nanoparticles in cancer cells and bacteria," \$60,000, submitted 10/1/2018, declined.

NASA Idaho Space Grant Consortium Collaboration Grant, "Travel to NASA Glenn Research Center", \$3,654, submitted 3/7/2018, declined.

NIH: "Novel nanoparticles for antibiotic and chemotherapeutic applications," \$386,426, submitted 2/26/2018, declined.

NASA Idaho Space Grant Consortium Collaboration Grant, "Travel to NASA Glenn Research Center", \$3,247,05/01/17-10/15/17.

NIH: "Environmental toxicology and human health implications of nanoparticles," \$364,334, submitted 10/15/2016, declined.

NASA Idaho Space Grant Consortium Crosscutting Strategy Grant: "ISGC Crosscutting Project: Nanostructured Polymer Lithography for Photovoltaic Deposition Template," \$10,000, submitted 10/10/2016, declined.

NASA Idaho Space Grant Consortium Crosscutting Strategy Grant: "ISGC Crosscutting Project: Nanostructured Polymer Lithography for Photovoltaic Deposition Template," \$10,000, 11/01/2015 – 10/31/2016.

Idaho INBRE Developmental Research Project – "Environmental toxicology and human health implications of nanoparticles, Part 1," \$797,650, 5/1/2014 – 4/30/19.

NASA Idaho Space Grant Consortium STEM Grant – "ISGC STEM Project: Nanostructured Polymer Lithography For Photovoltaic Deposition Template," \$2,000, submitted 11/1/13, declined.

NNU – Dean's Summer Research Fund entitled "A study of the solution-based synthesis of N-doped ZnO," \$9,000, May – Aug. 2012.

Idaho NASA EPSCoR Travel Grant. Travel to NASA Glenn Research Center, Cleveland, OH. \$1,600, May 2012.

NSF MRI: "Acquisition of a CCD-Equipped X-ray Diffractometer at Boise State University," E. Brown, J. Thurston, K. Cornell, J. Harris, \$483,450, submitted 4/21/10, declined.

Research Grants (Cont)

NNU – Dean's Summer Research Fund entitled "A study of the solution-based synthesis of N-doped ZnO," \$3,500, 2009.

NSF CRIF:MU: "Acquisition of a CCD-Equipped X-ray Diffractometer at Boise State University," C. LeMaster, B. Bennett, E. Brown, J. Harris, \$487,276, submitted 6/23/09, declined.

NSF-DMR-0840265 "Collaborative Research: RUI: A study of the solution-based synthesis of N-doped ZnO, Co- and Mn-doped ZnO, and (N,Mn)- and (N,Co)-codoped ZnO", J.D. Harris, A. Punnoose, W.B. Knowlton, S.M. Hubbard, \$209,823, 2008-2012.

NNU – Dean's Summer Research Fund: "A study of the solution-based synthesis of N-doped ZnO," \$14,100, 2008.

NSF-DMR "IMR: Acquisition of Fourier Transform Infrared Spectroscopic Facility for Materials Research and Student Training", D.A. Tenne, J.D. Harris, M. Mitkova, A. Punnoose, \$254,760, submitted 1/10/08, declined.

NSF-DMR-0722699 "MRI: Acquisition of an XPS system for Interdisciplinary Research and Education," A. Punnoose, D. Butt, T. Fujiwara, K. Feris, J.D. Harris, \$564,000, 2007-2010.

NNU – Watson Fellowship Fund: "Vertically Aligned Carbon Nanotubes for Polymer Solar Cells," \$6,000, 2005-2006.

Research Corporation: "Thermogravimetric Analysis of High-Purity Nitrogen-Doped Carbon Nanotubes and Carbon Nanotube Catalysts," \$38,483, submitted 5/12/05, declined.

NASA Idaho Space Grant Consortium Research Initiation Grant: "High Purity, Vertically Aligned Carbon Nanotubes for Polymer Solar Cells," \$30,000, 2005-2007.

American Chemical Society - The Petroleum Research Fund: "New Catalyst Precursors for Carbon Nanotubes," \$35,000, submitted 12/13/04, declined.

M. J. Murdock Charitable Trust: "Acquisition of a 300 MHz NMR," D.F. Nogales, D.T. Anstine, J. R. Chase and J.D. Harris, \$86,500, 2004-2007.

NASA Idaho EPSCoR Research Initiation Grant: "New Catalyst Precursors for Carbon Nanotube Growth," \$25,000, submitted 9/17/04, declined.

NSF-CCLI-ANI-0411319 "Integration of NMR Spectroscopy Across the Undergraduate Curriculum," D.F. Nogales, D.T. Anstine, J. R. Chase and J.D. Harris, \$88,932, 2004-2007.

NASA Idaho EPSCoR Research Initiation Grant: "Optimization of Spray Chemical Vapor Deposited Thin Films of CuInS₂ to Achieve Higher Efficiency Solar Cells on Polymer Substrates," \$30,000, 2003-2004.

Research Grants (Cont)

NASA Glenn Research Center: "Dye-Sensitized Solar Cells for Space Power," S.A. Duraj and J.D. Harris, \$140,000, 2001-2003.

NASA Glenn Research Center: "Analysis and Characterization of Advanced Materials for Aerospace Applications," D.G. Hehemann and J.D. Harris, \$238,468, 2001-2002.

NASA Glenn Research Center: "Spin-on Glassy Electrolytes for Thin-Film Lithium Microelectronic Batteries," R.P. Raffaelle, J.D. Harris, P.N. Kumta, and D.A. Scheiman, \$46,182, 2000-2001.

NASA Glenn Research Center Strategic Research Fund: "Ultra Low Cost, Light Weight Dye Sensitized Nanocrystalline Solar Cells," A.F. Hepp, S.G. Bailey and J.D. Harris, \$60,000, 1999-2000.

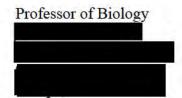
NASA Glenn Research Center: "Thin Film Technology for Space Power," A.R. Chowdhury and J.D. Harris, \$99,994, 1999-2001.

Curriculum Vitae for Jennifer Ruth Chase

TITLE: BIRTHDATE:

BIRTHPLACE:

CURRENT ADDRESS:



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Institution	Degree	Year	Field of Study
Point Loma Nazarene	B.A.,	1987-1990	Biology/Chemistry
College, San Diego CA	Magna cum laude		V. 7 (1.27)
Yale University	PhD.	1990-1998	Molecular Biophysics and Biochemistry
University of Manchester	MSc	2014-2017	Digital Biology
Manchester, UK	with Distinction		(Bioinformatics)

PROFESSIONAL EXPERIENCE

2006-present	Professor, Dept. of Biology, Northwest Nazarene University, Nampa, ID
2002-2006	Chair, Dept. of Chemistry, Northwest Nazarene University, Nampa, ID
1996-2006	Faculty, Dept. of Chemistry, Northwest Nazarene University, Nampa, ID
2001-2003	Author of technology-based supplemental materials for Prentice-Hall Publishers.
1990	Associate Chemist, Dept. of Regulatory Affairs, Alliance Pharmaceutical
(March-Aug)	Corporation, La Jolla, CA

PROFESSIONAL AFFILIATIONS

2019-Present	AAAS (elected to council for the Pacific Division, 2019)
2017-present	Society for the Study of Reproduction
2010-present	Biochemical Society (UK)
2007-present	Cancer Prevention and Research Center (Washington State University)
1998-2014	Idaho Academy of Science
2009-2014	Research Society on Alcoholism
2006-2014	Mountain States Tumor Medical Research Institute
1998-2004	American Chemical Society
1993-1998	Society of Magnetic Resonance in Medicine

PUBLICATIONS

- 1. Holmlund, H., Marín-Hernández, Á., & Chase, J. R. (2020). Estradiol and progesterone affect enzymes but not glucose consumption in a mink uterine cell line (GMMe). *Bioscience reports*, 40(4).
- 2. Sheng, H., Duan, M., Hunter, S. S., Minnich, S. A., Settles, M. L., New, D. D., ... & Hovde, C. J. (2018). High-Quality Complete Genome Sequences of Three Bovine Shiga Toxin-Producing Escherichia coli O177: H-(fliCH25) Isolates Harboring Virulent stx2 and Multiple Plasmids. Genome announcements, 6(7), e01592-17.
- 3. Cho NE, Gurung P, Li M, Clemens DL, Underhill TM, James L, **Chase JR** and Saito T* (2016) Retinoid Regulation of Antiviral Innate Immunity in Hepatocytes *Hepatology* **63**(6):1783-1795
- 4. **Chase JR** (2015) Exploring evolution through the reproductive process *in* Walker S & Ooord T (eds) *Nazarenes Exploring Evolution*. SacraSage Press, Nampa ID
- 5. **Chase JR,** Poolman MG, Fell DA (2009) Contribution of NADH increases to ethanol's inhibition of retinol oxidation by human ADH isoforms. *Alcoholism: Clinical and Experimental Research* 33(4):571-580
- 6. **Chase, JR**, Rothman DL, Shulman RG (2001) Quantitation of flux control in the rat gastrocnemius glycogen synthesis pathway by in vivo NMR spectroscopy. *Am. J. Physiol.* Endo 280: E598-E607
- 7. Price TB, Perseghin G, Duleba A, Chen W, **Chase JR**, Rothman DL, Shulman RG, Shulman GI (1996) NMR studies of muscle glycogen synthesis in insulin-resistant offspring of parents with non-insulin-dependent diabetes mellitus immediately after glycogen-depleting exercise. *Proc Natl Acad Sci U S A.* **93**(11):5329-34
- 8. Hyder F, **Chase JR**, Behar KL, Mason GF, Siddeek M, Rothman DL, Shulman RG (1996) Increased tricarboxylic acid cycle flux in rat brain during forepaw stimulation detected with ¹H[¹³C]NMR. *Proc Natl Acad Sci U S A*. **93**(15):7612-7
- 9. Bloch G, Chase JR, Meyer DB, Avison MJ, Shulman GI, Shulman RG (1994) In vivo regulation of rat muscle glycogen resynthesis after intense exercise. *Am. J. Physiol.* **266**:E85-E91
- 10. Bloch G, **Chase JR**, Avison MJ, Shulman RG (1993) In vivo ³¹P NMR measurement of glucose-6-phosphate in the rat muscle after exercise. *Magnetic Resonance in Medicine*. **30**:347-350
- 11. McConnell M, Walker B, Middleton P, Chase JR, Owens J, Hyatt D, Gutierrez H, Williams M, Hambright D, Barry M, Sage S, Fuller G, Birdwell M, Rydelski, M, Risley S, Kat B (1992) Restriction endonuclease and genetic mapping studies indicate that the vegetative genome of the temperate, salmonella-specific bacteriophage, Epsilon 15, is circularly permuted. *Archives of Virology*. 123(N1-2):215-221

PRESENTATIONS (recent)

- "Flux control analysis of glycolysis in uterine cells with a COPASI kinetic model" JR Chase, K Heckathorn, H Bain, S Christensen, H Holmlund & A Yang; poster presentation at MPA 2019, Riga, Latvia Aug 2019
- 2. "Kinetic analysis of the hormonal regulation of carbohydrate metabolism in cultured mink uterine cells" JR Chase & H Holmlund; poster presentation at the AAAS-Pacific Division annual meeting, Ashland, OR June 2019 **AND** at NWRSS meeting, Astoria, OR, June 2019

- "Metabolic modeling of the regulation of carbohydrate metabolism in cultured mink uterine cells" Jennifer Chase, L Gould, A Haas, H Holmlund, A Holston, M Escobar, A Hodonu, J Hunt, poster presentation at the Annual Meeting of the Society for the Study of Reproduction, New Orleans LA July 2018
- 4. "Modeling carbohydrate metabolism in GMMe cells to understand fertility" Jennifer Chase, Ayokunle Hodonu, L Gould, Abigail Haas, Hayden Holmlund, Andrew Holston, poster presentation at the "Metabolic Pathway Analysis" conference Montana State University, August, 2017
- 5. "Modeling of glycogen metabolism in the mink" Jennifer R. Chase, poster and oral presentation at "2016 Conference on Computational Modelling with COPASI," Manchester, UK, 12-13 May 2016
- 6. "*In silico* analysis of retinoid metabolism" Jennifer Chase, poster at "Metabolic Pathways Analysis 2015," Braga, Portugal 8-12 June 2015
- 7. "Genomic analysis of pathogenic gene clusters of *E. coli* O177:H25 str SH1-3 isolated in the Northwest" Jennifer Chase, T Douty, A Macdonald, T Widener, N Haragos, M Jacobsen, T Smith poster at INGRS, 21May15
- "Genome assembly and initial annotation of E. coli ONT:H25 SH1" Jennifer Chase, D. Clark, C. Schumacher, T. Smith, poster at "The Inland Northwest Genomics Research Symposium" May, 2014
- 9. "Substrate use and robustness in human retinoic acid metabolic pathways" Jennifer R. Chase, poster presentation at "Metabolic Pathways Analysis 2013," Oxford, UK, 16-20 Sept 2013
- 10. "Systems modeling of retinoid metabolism in alcoholic disease" Jennifer R. Chase, oral presentation at the AAAS (Pacific Division) meeting, Boise, Idaho, 24-27 June, 2012

GRANTS & AWARDS

Ongoing Support

• Bohach C & Minnich S (PIs) 2019-2024

JR Chase (summer research mentor) \$35K/yr

Title: Modeling glucose metabolism in uterine cells to identify factors affecting fertility

• JR Chase (CoPI w/D. Allen) 2019-2020

\$20,000/2yr Lilly Foundation

Lilly Faculty Fellows Program

• JR Chase (PI-Mentor) 2019-2020

\$15,000/2yr M.J. Murdock Charitable Trust

Partner in Science cooperating teacher: Tracey Cook

Title: Modeling Carbohydrate Flux in Cultured Uterine Cells

Completed Funding

• Bohach C & Minnich S (PIs) 5/1/14-4/30/19

SubAward: Pilot Project 5/1/17-4/30/19 \$100,000/2yr

CONSENT APRIL 20, 2022

ATTACHMENT 8

JR Chase (pilot PI)

Title: Modeling glucose metabolism in human uterine cells to identify

factors affecting fertility

SubAward: Small Equipment Grant 9/1/18-12/1/18 \$23,235

JR Chase, JD Harris, A Hodonu, J Nixon

Title: Enhancing Northwest Nazarene University Research with a

Fluorescence Plate Reader

• JR Chase (PI-Mentor)

2016-2017

\$15,000/2yr

M.J. Murdock Charitable Trust

Partner in Science cooperating teacher: Brittany Sanchez

Title: Modeling Carbohydrate Flux in Cultured Uterine Cells

• JR Chase (PI-Mentor)

2014-2015

\$15,000/2yr

M.J. Murdock Charitable Trust

Partner in Science cooperating teacher: Marria Coriel

Title: Genome annotation and analysis of *Gemella haemolysans* and of 3 potentially pathogenic *E. coli* strains from the bovine RAJ

• Bohach, C, University of Idaho (PI) 7/1/09-3/31/14

50%effort

P20RR016454 NIH/INBRE Idaho

Subproject Title: Systems biology modeling of ethanol's effects on human retinoid metabolism

Role: Collaborator \$57234/yr for 5 years

• JR Chase (PI-Mentor)

2010-2012

\$15,000/2yr

Title: Toward an understanding of the molecular basis of alcohol related diseases M.J. Murdock Partners in Science. Cooperating teacher Toby Baigrie.

• JR Chase (PI)

2010-2012

\$15,000/2yr

Title: Toward an understanding of the molecular basis of alcohol related diseases M.J. Murdock Partners in Science. Cooperating teacher Toby Baigrie.

• JR Chase (PI)

2009-2011 (summers)

\$38,000/2yr

Title: Systems biology of retinol metabolism: interference of ethanol and NADH in the development of disease

M.J. Murdock College Research Program for Life Sciences

• Chase, JR (Magnet PI)

2004-2009

NNU total: \$1.3M

Laskowski, M (PI) at the University of Idaho

Title: "Idaho INBRE Program."

INBRE program of the National Center for Research Resources at the NIH grant # P20 RR016454

• DF Nogales, DT Anstine, JD Harris, JR Chase (CoPIs) 2004-2006

\$88,932

Title: "Integration of NMR Across the Undergraduate Curriculum"

National Science Foundation, NSF-CCLI JR (PI) 2002-2003

• Chase JR (PI)

\$9500

Title: "Enhanced Incorporation of Molecular Biology Techniques into the Idaho High School Science Classroom"

Idaho State Dept of Education, Eisenhower Program

Amy McBride

WORK EXPERIENCE

Principal "Instructional Leadership"

2013 – Current Robert Stuart Middle School, Twin Falls, ID Associate Principal (2011-2013)

- Idaho Secondary Principal of the Year 2018, IASSP member since 2011
- Observed and evaluated teachers using the Danielson Framework, while providing multiple opportunities for teachers to grow
 professionally with positive and constructive feedback.
- Implemented a new discipline reporting and logging system using Google Docs.
- Created, distributed, and collected electronic parent surveys for TFSD secondary schools.
- Designed and modeled content and language objectives and highly effective instructional strategies at staff meetings.
- Collaboratively developed the vision and plan for implementing the Common Core State Standards using the backward design model.
- · Demonstrated a variety of engagement and literacy strategies in the classroom with teachers co-teaching.
- Planned instruction and assessments with teachers while integrating Common Core literacy and writing standards.
- · Met with and observed one teacher daily to give formative feedback on their current practices.
- · Participated with peer observation rounds each week to facilitate the instructional reflection and improvement process.
- Cultivated excellent relationships with staff, students, parents, and other district administration.
- · Coordinated and oversaw federal programs at RSMS, while collecting documentation for federal programs audit in 2012-2013.
- Contributed to district through committee work: Safety, Drop-out Prevention, Admin Salary Comparison, Long-Range Facility Planning, and Professional Development Planning Committees.

Instructional Coach "Relationships, Relationships, Relationships!"

2008-2011 Wendell School District, Wendell, ID.

District Test Coordinator "Data-driven Decision Making"

2003-2008 Wendell School District, Wendell, ID.

English Teacher "Engaging Students"

1993-2011 Wendell High School, Wendell, ID.

Education and Credentials

Master's in Education Leadership - Administration

University of Idaho, December 2010

Idaho Education Credential: Standard Secondary English 6-12 ("highly qualified" status)

Bachelor of Arts Iowa State University, May 1993.

Major: English, Secondary Education
36 continuing education credits from Idaho universities

Trainings

Trainings

McRel Power Walkthrough Protocol

Danielson Framework for administrators

Project Leadership Level I, II, and III

CIP and WISE tool training

New Teacher Center Mentoring Program training

RTI Implementation

Sheltered Instruction Observation Protocol (SIOP)

Creating Independence through Student-owned Strategies (CRISS) certified trainer program

Common Core State Standards Implementation through TIA

Justin White, M.Ed.

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College of Education, University of Idaho

Certification, Special Education Director

- Internship
- Focused on curriculum, assessment, and leadership

College of Education, University of Idaho

M.Ed., Educational Leadership

- Administrative internship
- Focused on instructional practices and student assessment

College of Arts and Sciences, Boise State University

B.A., Music Education

- K-12 Certification
- Distinguished Service Award
- · Dr. Dan Nabors Award

Work Experience

Kimberly School District, Kimberly High School

Principal

- Supervise and evaluate teachers
- Ensure quality of federal programs
- Enforce and resolve disciplinary issues
- Manage staff, schedules and events

Twin Falls School District, Robert Stuart Middle School

Associate Principal

- Supervise and evaluate teachers
- Ensure quality Special Education Program
- Enforce and resolve disciplinary issues
- Manage staff, schedules and events
- Communicate with families

Nampa School District, Skyview High School

Director of Bands

- Consistent superior performance awards
- District Leadership committee member
- Organized parent booster organization

Melba School District, Melba Jr/Sr. High, and Melba Elementary

Band and Choral Director

- Community recognition for program growth
- Built award-winning marching band program

Moscow, Idaho May 2020

Moscow, Idaho May 2017

Boise, Idaho Dec. 2010

Kimberly , Idaho June 2020-Present

Twin Falls , Idaho June 2017-Present

Nampa, Idaho Aug. 2014-2017

Melba, Idaho

Jan. 2010-May 2014

CONSENT **APRIL 20, 2022**

ATTACHMENT 11

Brian Jadwin

| bjadwin@wendellschools.org

PROFESSIONAL SKILLS

Education I spent two years in Mexico, in part, learning Spanish. I continued increasing my knowledge of

> the Spanish language and received a B.A. in Spanish Education. I received my M.Ed. in Educational Leadership and have been a building principal since receiving the certification. In May 2021 I received my Ed.S. in Executive Educational Leadership from Boise State University.

Employment I was a high school Spanish and Social Studies teacher for six years teaching various Spanish

> and American Government courses, including collegiate courses. In the past four years I have served as a building principal of a school with a high Latino and high poverty population and have used my Spanish skills on a daily basis. In addition, I conduct conflict resolution and

mediation between, students, teachers, parents, and other stakeholders.

Personal I am highly dedicated to my goals. I have participated in, and completed various ultra-

marathons which require extensive training and planning. I also enjoy learning new things and

new hobbies.

PROFESSIONAL WORK EXPERIENCE

Middle School Principal and Athletic Director, August 2017-Present

Wendell School District, Wendell, ID Job Type: 40-60 hours per week, Full-Time Supervisor: Tim Perrigot, (208) 536-0961

During my time as the MS principal I have helped increase math scores (10.5%) and science scores (2.3%) on state standardized testing. I wrote and received a multi-year grant targeting high-needs schools valued at approximately \$407,000. I have been able to increase parental and community involvement through after-school activities and programs. I introduced new curriculum in the social studies department, introduced wholly new curriculum geared for our middle school population and oversaw the implementation of new curriculum throughout the different subjects and grades. I am in charge of supervising and evaluating 21 certificated staff and 10 classified employees. I identified issues with the bus/parent pick up/drop off protocol and introduced a new method that is safer and reduced student tardies by approximately 12%. I also created, developed, presented and brought in other individuals for staff professional development. Test scores are improving and the WMS students are showing constant growth.

Online Teacher, August 2019-Present Idaho Digital Learning Academy, Meridian, ID Job Type: 10-20 hours per week, Part-Time

Supervisor: Ryan Bowman, 1-888-935-3614 ext. 672

High School Teacher, August 2011-July 2017

Oneida School District, Malad, ID

Job Type: 40-60 hours per week, Full-Time **Supervisor:** Rich Moore, (208)-534-6080

EDUCATION

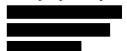
Ed.S. Executive Educational Administration, May 2021

Boise State University, Boise, ID, GPA 4.0 M. Ed. Educational Leadership, May 2017 University of Idaho, Lewiston, ID, GPA 4.0

Bachelor of Arts in Spanish Education, Minor in American Government Education, December 2010

Brigham Young University-Idaho, Rexburg, ID, GPA 3.7

Mary Lynn Spiker



February 25, 2022

Idaho State Department of Education 650 West State Street, Suite 30 Boise, ID 83720

To whom it may concern:

I was recently informed that seven members of the Professional Standards Commission (PSC) would conclude their term of membership on June 30, 2022. Because of my interest in professional learning and legislative advocacy, Amy Kernin-Laye from the Northwest Professional Educators (NWPE) reached out to invite me to consider applying for one of the positions. Upon reading her letter, I first went to my Idaho Code of Ethics booklet, which sits on my desk. It serves as a constant reminder of the power I hold as an educator to elevate this amazing profession and grow children far beyond anyone's imagination.

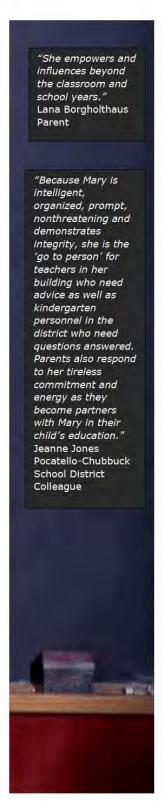
In the words of our State Superintendent, Sherri Ybarra, "Education has the power to be 'the great equalizer," providing opportunities to all students. However, to truly serve as an "equalizer," educators must abide by the highest standards as they are entrusted with the state's greatest commodity, its children. Again, in the words of our State Superintendent, "Our work must emphasize accountability, high expectations, and achievement for all," realizing that educators' accountability extends beyond the classroom into the families and communities we are fortunate to serve.

Being a teacher is my six-year-old dream that has played out for over 30 years now. I love and cherish this profession with every ounce of my being and would be honored to be a part of this committee that upholds the standards that govern it. Thereby ensuring educators serve with integrity, dignity, honesty, and mutual respect, an example of true professionalism.

Sincerely,

Mary Lynn Spiker





Mary Lynn Spiker

Education & Credentials

WALDEN UNIVERSITY, Minneapolis, Minnesota, 55401
Master of Science in Education <u>Specialization</u>: Teacher Leadership (K-12)
2019

MONTANA STATE UNIVERSITY BILLINGS, BILLINGS, MT 59102 Bachelor of Science in Education, 1987

IDAHO STATE UNIVERSITY, POCATELLO, ID 83209

BOISE STATE UNIVERSITY, BOISE, ID 83725

NORTHWEST NAZARENE UNIVERSITY, Nampa, ID 83686

UNIVERSITY OF ALASKA, Juneau, AK 99801

EASTERN OREGON STATE COLLEGE, LaGrande, OR 97850

CENTER GRADUATE COLLEGE, Saratoga, CA 95070

Awards

2017 Idaho Teacher of the Year

2015-2016 P.I.E.S. (Positive Influence for Educational Success) Award Recipient

2015-2016, 2012-2013, 2010-2011,2008-2009 Simplot Inspirational Award Nominee

2014-2015, 2009-2010, 2007-2008 Simplot Inspirational Award Finalist

2006-2007, 2004-2005 Recognized in Who's Who Among American Teachers and Educators

2004-2005, 2001-2002 Wal*Mart Teacher of the Year

2004-2005 The Post Register and NIE (Newspapers in Education) Teacher of the Year

2003-2004 Disney Hand Teacher Awards Nominee

References

Brenda Miner

Administrator 807 Washburn
Pocatello -Chubbuck School District No. 25 208.251.2687 (Cell)
Pocatello, ID 83202 208.237.6050 (School)

Lana Borgholthaus

Parent

785 Alpine Drive 208.705.0116

Chubbuck, ID 83202

Jeanne Jones

Teacher, Colleague 208.251.8213 Pocatello, ID 83201

Linda Dunbar

Retired Administrator, Blackfoot School District No. 55 234.542.2850

198 Hill Ridge Avenue

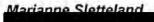
Blackfoot, ID

Date submitted_

Exhibit J

PRO		STANDARDS	COMMISSION	
NameMarianne SlettelandSchool-			otlatch Elementary School	
Home Address-				
Sch. Address-130 6th	Street Potlato	h, ID 83855		
Home Ph.		208-875-1331		
E-mail Address-				
PSC Position applied (check one)	(b) (c) (d) Xe	sroom teacher ssrcom teacher I services Id education		
	9011313131	ONAL INFORM		
Current certif	icate(s) [Includ	le endorsemen	ts with expiration dates]	
Туре			Expiration Date 8/31/2019	
Elementary Education	on K-8			
Special Education I	(-12	-	8/31/2019	
Educat	ion Backgrour	d [Degrees and	d places obtained]	
Degree	1		School	
B.S. Elementary Ed	lucation		University of Idaho	
Master of Education	n-Special Educ	cation	University of Idaho	
Master of Education	n-Curriculum a	nd Instruction	University of Idaho	
Profe	ssional Exper	ence [Date, pla	ace and position]	
Date	1	Place	Position	
August 2010- May	2013 Troy S	chool District	Elem. Sped. Paraprofessional	
August 2013-Curre	ent Potlatel	School Distric	t Intermediate Sped. Teacher	
		(over)		

Professional Associations and related (including of	
Done	
Community Involvement (Please list all cor activities in which you have be	
None	
The Professional Standards Commission me Each meeting spans two days. Additionally, to attend public meetings, attend State Boar present at regional or state meetings. Will y time to this position? YES X NO.	Commission members may be asked d of Education meetings, and
Applicant's signature <u></u> ✓	Nariane State
Please attach resume, three (3) reference to the profe	
Please keep file active	275755695
1 yr 2 yr NO	(16)1111



Statement of Commitment

February 24, 2018

To: Professional Standards Committee,

I am writing to express interest in the Exceptional Child PSC position. I have a Bachelor's Degree in Elementary Education, Master's Degrees in Special Education and Curriculum and Instruction. I currently hold an Idaho Teaching Certificate for Kindergarten through 8th grade and a certificate for Exceptional Children Kindergarten through 12th grade. I am currently enrolled at the University of Idaho in the Educational Specialist Educational Leadership program. I will complete this program in May of 2019.

I have spent the last five years employed with the Potlatch School District as its Intermediate Special Education Teacher, During my time in Potlatch, I have refined my skills in the area of Special Education. I have learned to take some of my special education teaching strategies and implement them within the general education setting.

My time with the Potlatch School District I have helped to create and grow our Response to Intervention (RTI) program for fourth through 6th grade. With my course work, my knowledge of benchmark testing, intervention strategies, Specific Learning Disabilities, pre-referral and referral process has grown to a point where I feel confident in my abilities to use this knowledge to assist all students.

I am committed to this profession for numerous reasons. I have been lucky enough to have a few amazing teachers in my life, and I strive to be that person for all of my students. In my current teaching position, I get to watch my students progress over a three-year period (4th grade through 6th grade), this is something unique to my job. Watching my students grow is not only a testament to my skills as their teacher and advocate but a testament to my district and all of the skilled educators who work with my students. Working with my students and in my district has solidified my commitment to teaching.

Sincerely,

Marianne Sletteland

Enclosures

Marianne Sletteland

Graduated: December 2013

Graduated: December 2013

CAREER GOAL: To become a member of the Professional Standards Committee.

EDUCATION:

University of Idaho, Moscow, Idaho - Educational Specialist Educational Leadership Expected Completion: May 2019

Coursework

Ethical Leadership and Law in Education Educational Policy and Politics for Educational Leaders

Multicultural Diversity of Educational Leadership Administration of Special Education Law

University of Idaho, Moscow, Idaho - M.Ed. Curriculum and Instruction

Coursework

Introduction to Research in Curriculum and Instruction

Planning and Administering the Curriculum

History of Educational Thought

Models of Teaching

Measurement and Evaluation

Completed: August 2015 - June 2017 Idaho State Department of Education - Idaho CORE Teacher Program

Coursework

PD-EQuIP Units and Teaching PD-Instructional Coaching and Leadership

PD-Core Unit Design PD-Evaluation of Student Work

University of Idaho, Moscow, Idaho - M.Ed. Special Education

Coursework

Behavioral Analysis for Children and Youth Education for Exceptionalities Classroom Applications of Learning Theories Student with Behaviors-Emotional Issues

Language and Communication Development and Disorders Special Education Curriculum Language, Communication and Social/Emotional Enhancement Developing Instructional Programs

Advanced Evaluation Techniques

Graduated: December 2009 University of Idaho, Moscow, Idaho - B.S. Elementary Education

Coursework

Literacy Methods for Content Learning Elementary Social Studies Models of Teaching Elementary Science Linguistics, Literacy, and Brain Functions Literature for Adolescents Math for Elementary Teachers I and II Elementary Math Literature for Children

LICENSES AND CERTIFICATIONS:

Certified Idaho Elementary Teacher K-8

Certified Idaho Special Education K-12

ORGANIZATIONS

August 2013 - Present Potlatch Education Association Member June 2016 - Present Potlatch Education Association President June 2016 - Present

Idaho Education Association Trainer

WORK EXPERIENCE:

Potlatch School District, Special Education Teacher Supervisors: John Haire, 208-875-1331; Jeff Cirka, 208-875-0327

August 2013 - Present

Duties and Responsibilities: Assess students' cognitive skills using various assessments; create eligibility reports; create and implement Individualized Education Plans (IEPs); create Behavior Intervention Plans (BIP); progress monitor IEP goals; participate in Response to Intervention (RTI), progress monitor students and track their data; ability to run several small groups at once, including intervention groups as needed; utilization of technology within the classroom; create and manage paraprofessional schedules; counsel students as needed; create a positive learning environment, build positive student relationships; build positive parent relationships, problem solve parent concerns; build positive staff relationships and problem solve staff concerns; create and deliver meaningful professional development; mentor teachers

CONSENT APRIL 20, 2022

ATTACHMENT 13

Troy School District, Special Education Paraprofessional Supervisor: Nikki Goucher, 208-835-4261 August 2010 - May 2013

<u>Duties and Responsibilities:</u> Assess students' cognitive skills using various assessments; monitor students' progress using AimsWeb probes and benchmarks; analyze student data; delivery of Woodcock-Johnson III and WIATT; create and implement behavior intervention plans and individualized education plans; implement SRA decoding and comprehension materials; deliver small group and one-on-one instruction in reading, math, science, and social studies; manage and arrange student schedules to ensure support for as many students as possible; counsel students in behavioral changes that ensure stay in the general education classroom; participate in the educational training programs to include: Using Ipads and Other Mobile Devices to Increase Student Learning and Explosive Challenging & Resistant Kids: Over 101 Quick, Creative Techniques for Children & Adolescents; participate in Professional Learning Communities, develop and implement school-wide behavior plans; toilet students; ensure the safety of students during recess and various school activities.

Troy and Moscow School Districts, Elementary Substitute Teacher

January 2010 - May 2010

<u>Duties and Responsibilities:</u> Follow written classroom instructions and lesson plans; manage student behaviors; exhibit flexibility in scheduling and maintain open communication with staff members and district office employees.

Moscow Parks and Recreation Youth Recreation Supervisor Program Summer/Program Spring/Program Winter Break Kids Kamps Supervisor: Kelissa Owens, 208-883-7089 April 2008 - Present

<u>Duties and Responsibilities</u>: Plan and organize the daily schedules of activities for all Kamps programs; communicate and build relationships with area businesses; create and brainstorm different daily activities and outings; manage Kamp budget within fiscal guidelines for each Kamp; explore different supplier sites and maintain good working relationships with suppliers; interconnect with different vendors including transportation providers, University of Idaho Rockwall, Silverwood Theme Park; supervise 48+ children each week; effectively communicate with and assess the specific needs of children of all ages; collect and document parental information; problem-solve parental concerns.

ATTACHMENT 13



Potlatch School District No. 285 130 Sixth St. Potlatch, ID 83855-8757 District Office (208)875-0327 Elementary School (208)875-1331 Jr.-Sr. High School (208)875-1231 FAX (208)875-1028

November 18, 2018

To The Esteemed Members of the the Professional Standards Committee:

It is my honor to write and highly recommend without reservation, Mrs. Marianne Sletteland as a candidate for committee membership. I have the pleasure to have known Mrs. Sletteland over the past several years and have had the opportunity to work with her as a colleague as well as a supervisor.

Mrs. Sletteland is a dedicated professional. She is an instrumental leader in our system supporting our continuous change to better serve our children. Mrs. Sletteland is a team oriented practitioner. She seeks collaborative relationships and utilizes her experience and education to help guide the decision making process with the student's gain as the focus.

Mrs. Sletteland demonstrates mastery in the classroom on a daily basis. Her instructional methodology is of the highest caliber. She is adept at analyzing student data and modifying her craft to meet the students where they are and propelling them beyond the set standards. Her role is collaborative. She involves her parents in their role to help increase her student's gains and seeks out community support to her programming whenever possible.

The skill set she demonstrates daily, along with her passion to grow professionally through various in depth trainings, union leadership, and a second masters program pursuit in administration makes her an ideal candidate for this position. She is able to synthesize information, calibrate it on a personal, ethical, and legal level, and articulate her findings and growth through the exercise. She is open-minded, an out of the box thinker/problem solver, and is dedicated to doing her best work, no matter how many long hours it takes. This dedication is evident in the exceptional manner in which her tasks are completed.

Mrs. Sletteland sets the benchmark high for herself, her students, and those with whom she works. She is compassionate to her students and their needs and also interacts with those around her in a professional yet caring manner. She puts those with whom she interacts at ease. Her ability to communicate well at all levels is strength in her craft.

I am ecstatic for Mrs. Sletteland in making the decision to seek this opportunity to further build her knowledge base and challenge her current understanding of pedagogy. I appreciate her willingness to continue to grow and analyze her practice to improve services to students. She is an asset to our system and in turn to our children for whom we work. If further information is needed in regards to Mrs. Sletteland, please do not hesitate to contact me in person.

Sincerely,

John Haire

Principal, Potlatch Elementary

ATTACHMENT 13

JASON MCKINLEY Region 2 Director Northern Organizing Center jmckinley@idahoea.org

1712 "G" Street Lewiston, ID 83501 800,422,0491 | 1208,743,5555 | 1208,746,0793 Fax



February 25, 2018

To Whom it May Concern:

I am writing this letter in support of Ms. Marianne Sletteland for the Idaho Professional Standards Commission (PSC). I have known Ms. Sletteland for five years in her capacity as an Elementary Special Education Teacher and as a leader in her professional association: the Potlatch Education Association (PEA), an affiliate of the Idaho Education Association (IEA).

In working with Ms.Sletteland, I have found her to be a capable and respected leader. Her peers and supervisors seek her opinion on professional matters, especially as it pertains to special education and professional ethics. Over the past 2 (two) years Marianne has served as her local association president. As the local association president, Marianne has worked on numerous employment related matters involving educator rights and responsibilities. I have always found her to be an ethical and principled advocate.

I also know Ms. Sletteland to be a hard-working individual. She often works late hours into the evening and gives whatever task is before her front her 100% effort. Marianne is often the first person to arrive for a meeting, prepared and ready to work. Moreover, she is highly dependable. If Marianne says she is going to do something, she does it. Juggling the demands of her teaching career and association work can be challenging. Marianne always rises to the occasion and does what needs to be done.

www.idahoea.org

EDUCATE, INSPIRE, EMPOWER.

As a former educator, IEA Region Director, and parent to 4 (four) children I understand the critical importance of public education. I also understand that the classroom teacher is an integral component of a quality public education system. I assure you that Ms. Marianne Sletteland is a high-quality educator who will serve her profession well as a member of the Idaho Professional Standards Commission.

If you have any questions about my recommendation, do not hesitate to contact me: jmckinley@idahoea.org or 208.790.0235.

Warm Regards,

Dason McKinley

Region II Director

ATTACHMENT 13



Potlatch School District No. 285 130 Sixth Street Potlatch, ID 83855-8757 District Office (208)875-0327 Elementary School (208)875-1331 Jr.-Sr. High School (208)875-1231 FAX (208)875-1028

February 23, 2018

Dear Professional Standards Commission,

It is with great pleasure to be able to highly recommend Marianne Sletteland to be a representative on the Professional Standards Commission. As a teacher at Potlatch Elementary School, I have had the opportunity of working with Mrs. Sletteland for the past five years. She is a driven and organized teacher in the Special Education Department, who develops strong, caring relationships with her students.

Marianne has worked diligently in developing her skills as a teacher. She quickly establishes an excellent rapport with each of her students, who know her as a caring, steadfast teacher, with a quick sense of humor. Marianne creates a classroom culture of feeling safe, while being able to explore new aspects of learning; which has allowed students to excel and make great gains academically, as well as socially, and emotionally.

Communication is a key aspect that is important to Marianne. She is continually in communication with parents to ensure that parents know the celebrations of students' success and growth at school. Marianne coordinates all of the IEP meetings of the fourth through sixth graders, with all of the parties involved, as well as completing the extensive reporting required by the government, with exacting precision. She also organizes the paraprofessionals and their schedules who are working with her students.

Marianne is a team player and a leader by taking on additional roles beyond that of being a special education teacher. She is a vital member of many committees, in which she collaborates and shares insights in providing enriching experiences for our students. On one of the committees, the Readers as Leaders Program, Marianne coordinates the school field trip to the University of Idaho basketball game, so that our students can be celebrated during half time for their reading achievements. She is also currently serving as President of the Potlatch Education Association. It is evident in everything that Marianne does she goes beyond the standard, to achieve excellence.

Mrs. Sletteland has great initiative and focus by being diligent in doing what is best for her students, and thus, our school. Marianne has high professional and personal standards that she achieves each day. I highly recommend Marianne to you without reservation, as she would be an excellent asset to the Commission. If you have any further questions, please feel free to contact me.

Sincerely,

Megan Weaver

Potlatch Elementary School megan, weaver@psd285.org

megan Weaver

Cassandra Jo Horner



Because I passionately believe every student deserves the chance to learn, I am committed to creating a safe environment and a sense of belonging to all students, providing valuable professional development opportunities to all staff members, and continuing to grow as an educator and administrator.

EDUCATION

Boise State University, Boise, Idaho Master of Educational Leadership, May 2017 Idaho Administrators Endorsement, May 2017

Idaho State University, Pocatello, Idaho Bachelor of Music Education, May 2012 Major: Music Education, Certified K-12, 2012

PROFESSIONAL HISTORY

Boise School District, Les Bois Jr. High, Boise, Idaho 2018-present Choir Director

- Created effective lesson plans for all level of singers
- Managed finances and fundraising for choirs
- Continuously recruited for choir programs

Boise School District, Hillside Jr. High, Boise, Idaho 2018-2020

Choir Director

- Created effective lesson plans for all level of singers
- Managed finances and fundraising for choirs
- Continuously recruited for choir programs

West Ada School District, Desert Sage Elementary, Boise, Idaho, 2012-2018

Elementary Music Specialist

- Created and directed 4th/5th grade choir
- Managed classes of 25-35 students grades Pre-K-5
- Directed programs for each grade level throughout the year

American Falls School District, William Thomas Middle School, American Falls, Idaho, 2012 Professional Year, Student Teacher (Elementary level)

- Directed choirs and bands
- Created effective lesson plans for all learning styles
- Assisted with annual choir and band festival

Pocatello School District, Century High School, Pocatello, Idaho, 2012

Professional Year, Student Teacher (Secondary level)

- Directed jazz and symphonic bands
- Created effective lesson plans for all learning styles
- Assisted in planning annual traveling tour

Cassandra Jo Horner

EMPLOYMENT HISTORY

The Home Depot, Meridian, Idaho, 2014-2015

- Cashier
 - Provided excellent customer service
 - Managed till throughout each shift
 - Maintained a friendly atmosphere for each customer

Camp Alice Pittenger, McCall, Idaho, 2008-2010

Counselor, Unit Leader, Assistant Director

- Created weekly schedules and assigned positions for the week
- Managed counselors and campers
- Developed engaging programs for campers

PROFESSIONAL EXPERIENCE

Equity Building Lead, 2021-present
AVID Site Team Committee Member, 2021-present
Head Tennis Coach for Les Bois Junior High, 2020-present
American Choral Directors Association Member, 2018-present
Idaho Music Educators Association Member 2012-present
Elementary Music Re-Write Curriculum Committee, 2017-2018
Family Engagement Committee Member, 2016-2018
Parent-Teacher Organization Secretary, 2016-2018
BRTI Committee Member, 2015-2018
Leadership Committee Member, 2015-2018
Idaho Association of School Administrators, Aspiring Member, 2015-2017
Student Council Advisor, 2014-2018

REFERENCES

- Mrs. Lisa Hahle, Principal, Desert Sage Elementary
 - o 208-350-4020
 - o hahle.lisa@westada.org
- Mrs. Jessica Cromie, Principal, Garfield Elementary
 - 0 208-854-4950
 - o jessica.cromie@boiseschools.org
- Mr. Matt Krumm, Assistant Principal, Hillside Jr. High
 - o 208-854-5120
 - o matt.krumm@boiseschools.org

Exhibit J Date submitted APPLICATION FOR PROFESSIONAL STANDARDS COMMISSION Name "DJ" Donald Eberlin, Jr. School Borah High School Home Address Sch. Address 6001 W. Cassia City Boise Zip Code 83706 City Boise Zip 83709 Home Ph. Sch. Ph. (208) 854-4370 E-mail Address di.eberlin@boiseschools.org PSC Position applied for: (check one) (a) X_ Secondary classroom teacher (b) ____ Elementary classroom teacher (c) ___ Special education teacher (c) ___ Pupil personnel services (d) ___ Exceptional child education PROFESSIONAL INFORMATION Current certificate(s) [Include endorsements with expiration dates] Type **Expiration Date** Chemistry 9/2026 Natural Science 9/2026 Administration 9/2026 Education Background [Degrees and places obtained] Degree School B.S. Chemistry College of Idaho M.Ed. Curriculum and Instruction University of Idaho Ed.S. Administration University of Idaho Professional Experience [Date, place and position] Date **Place Position** 2006-2007 St. Maries High School (Idaho) Geometry & Algebra Teacher 2007-2014 Mountain View High School Biology, Anatomy, & Chemistry 2014-present Borah High School **Biology & Chemistry Teacher**

ATTACHMENT 15

Professional Associations and related activities other than IEA/NEA (including offices)

Murdoch Fellow - worked with BSU on soil research, presenting the research at national conferences in San Diego.

NSTA member and recently region 3 representative for ISTA (Idaho Science Teacher Association)

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Southeast Boise youth baseball coach 2016 - present YMCA basketball AAU coach 2019
Elementary demonstrations in science 2017 - present Paint the Town Boise volunteer 2014 - 2015
Rake up Boise volunteer 2016
Movies Under the Stars volunteer - 2015

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO...

Applicant's signature

Please attach resume, three (3) references, and statement of commitment to the profession.

Please keep file active
1 yr _____ 2 yr. X NO _____. 1/07

To the Members of the Professional Standards Commission,

I am excited about the possible opportunity to serve on the Professional Standards

Commission. As a lifelong learner and educator, I have strived to become a better educator by learning and adapting throughout my career. I have had the opportunity to work and live in a small community of St. Maries Idaho early in my career and ladder in the larger schools in the Boise/Meridian area. Through my experiences, I have been able to take my small town approach to the larger community. Through my various teaching experiences, I have learned the importance of establishing and nurturing positive working relationships with students, and our community. Our children deserve the best education possible and serving on this commission would be an opportunity to continue to support my colleagues, students and our community.

I believe that I will be an asset to this committee with my diverse background in schools and educational experiences. I have a B.S. in Chemistry from College of Idaho, a M.Ed. in Curriculum and Instruction from University of Idaho, and an Ed.S. in Administration from the University of Idaho. I have had the opportunity to further my education through the Murdoch Fellowship in which I worked with Dr. Jen Pierce at Boise State University. My fellowship included the study of inorganic carbon in soil and culminated with presenting my findings at the Murdoch National Conference. I was able to take this research experience, obtain a \$9,000 grant for classroom materials, and apply it to my chemistry classroom.

As a teacher, I have always advocated for students. My instruction in the classroom varies based on the diverse needs of all learners in the classroom. I have received several classroom grants over my 15 years in education and these grants have helped my students and students of my peers. I have also helped rewrite curriculum for both West Ada and Boise School Districts.

Through my experiences, education, and commitment to education, I believe that I can help achieve the goals, objectives, and mission of the professional standards commission. I believe Idaho is an exceptional place to live and work. I believe it is my commitment to my students, my colleagues and my community, my willingness to work with others as a positive team member, and my love for teaching that make me an exceptional candidate for the Professional Standards Commission.

Thank you for your time and consideration regarding this opportunity, and please feel free to contact me should you have any additional questions, or I could provide any further assistance.

Warm Regards,

Donald R. Eberlin, Jr.

Donald R. Eberlin, Jr. "DJ"



(208) 954-1832 dj.eberlin@boiseschools.org

Certifications

- Idaho Teaching Certificate, August 2006
- Natural science endorsement, August 2008
- Chemistry endorsement, August 2006
- Idaho Administration Certificate 2013
 - Principal endorsement

Experience

Boise School District #1, Boise, Idaho

August 2014 to Present

Teacher - Borah High School

- Manage classrooms with a range of 18-28 students
- Create and maintain class websites
- Teach Biology, Chemistry, and Accelerated Chemistry
 - Helped revised district's Chemistry curriculum making sure it adheres to state and national standards
 - Back to School Committee
 - Murdoch Partners in Science Grant \$15,000 (summers 2015 & 2016)
 - Murdoch Supplemental Grant \$9,000 (2017-2018)
 - Albertsons Garden Grant through Boise Education Foundation \$1,000
 - o Boise Schools Foundation Grant (2018)
 - Student teacher and Mentor spring 2019
 - o Mentor teacher 2019-2020
 - PEAK Borah Science teacher online class for credit recovery 2017 present

West Ada school district #2, Meridian, Idaho August 2007 to June 2014

Teacher - Mountain View High School

- Manage classrooms with a range of 32-40 students
- Teach concurrent credit classes BIOL 227 Human Anatomy and Physiology (4 credits) and CHEM 101 Introduction to Chemistry (4 credits) through College of Western Idaho.
- Taught Anatomy, Chemistry, and Biology
 - o Helped develop district's Anatomy curriculum and End of Course Exam
 - o Internship with School Administration
 - Teamed with teachers to develop an effective school-wide late work policy
 - Member of school's ELL team
 - School Representative on Bell Schedule Committee

- Department of Education Biased Test Committee
- Department of Education Test Question Review Committee
- Recipient of INL Grant for \$2,000, Micron Grant for \$500, and Idaho State Innovative Grant for \$2,000
- Varsity Assistant and Head JV Baseball coach

August 2007 to June 2010

St. Maries School district #41, St. Maries, Idaho August 2006 to August 2007

Teacher - St. Maries High School

- Taught Geometry and Algebra
- Head Varsity Baseball Coach
- 7th grade Boys Basketball Coach

Idaho Dept. of Lands, St. Maries, Idaho

Summers 1999-2004, 2007-2011

Incident Command Type 4, Helicopter Manager, Crew Boss, Engine Boss

- Initial attack local fires
- Fire Prevention Technician
- Kept financials and helicopter paper for government Thousands of dollars a day

Idaho Dept. of Lands, Deary, Idaho

2005-2006

Fire Foreman

- Managed and directed fire crew in daily operations and financials
- Trained IDL fire crews and local rural fire department crews
- Worked with local inmate crew on fire suppression

Education

University of Idaho College of Education, Moscow, Idaho

Ed.S. – Administration

August 2013

M. Ed – Curriculum and Instruction

May 2006

Albertson College of Idaho, Caldwell, Idaho

Bachelor of Science, Chemistry

June 2002

- Classes included: Quantum Kinetic Chemistry, Physical Chemistry, three semesters of Calculus, Business Law, Accounting, Economics, Organismal Biology, Independent study on lead content in Coeur d'Alene River
- Baseball Player: 3-time participant in NAIA World Series (2nd, 3rd, and 5th place finishes)

Interests

Family, traveling, hunting, fishing, running, biking, and swimming

References:

Chris Taylor
Boise School District Science and Sustainability Supervisor
chris.taylor@boiseschools.org
(208) 854-4000

Dennis Konrad
Borah High School Assistant Principal
dennis.konrad@boiseschools.org
(208) 854-4370

Patrick McFadden Sr. Magistrate judge - North Idaho jackandsadie23@gmail.com (208) 660-0274

JENNIFER JACOBSON

"The quality of her direction and leadership is driven by a deep passion to better the lives of her students through quality education."

~ Dr. John Graham

CORE COMPETENCIES

- Elementary School Administration
- Curriculum Planning and Improvements
- Academic Progress Monitoring/Interventions
- Using Data to Raise Student Achievement
- Grant Writing/Budgeting
- Relationship Building

PROFESSIONAL EXPERIENCE

FILER SCHOOL DISTRICT – FILER, ID Principal – Hollister Elementary (K-5)

2018 - Present

Educational Leadership Contributions:

- 2022 Idaho Gem Award winner, Instructional Leadership category, presented by the Idaho Association of Elementary School Principals
- Building Implementation of Cultivating Readers Project Readiness Phase.
- Summer School Coordinator/Administrator for Filer School District (Filer Elementary School, Filer Intermediate School, and Hollister Elementary School)
- Collaborated with Hollister City Council to write a grant to build a walking path in Hollister, allowing students the ability to walk to school.
- Complete staff retention in a remote, rural school for two years.
- Strong working relationship with principals at Filer Elementary School and Filer Intermediate School.
- 2019 4th grade ELA ISAT score increase of 45.5% 40.5 percentage points OVER our school goal.
- 2019 5th grade ELA ISAT score increase of 16% 11 percentage points OVER our school goal.
- 2019 4th grade Math ISAT score increase by 17% 12 percentage points OVER our school goal.
- 2019 5th grade Math ISAT score increase by 14% 9 percentage points OVER our school goal.
- Created and led ELA textbook review committee reviewing, selecting, and purchasing WONDERS 2020 with assistance from Marybeth Flachbart of Education Northwest.
- Received a \$30,000 Twin Falls Health Initiative Trust grant for a music and dance program two years in a row.
- Created an afterschool tutoring program to provide students with targeted intervention supports.
- Received a \$10,000 Seagrave's Family grant to purchase iPads for staff and K-2 students.
- Received \$5,000 grant from First Federal Foundation to help purchase new cafeteria tables.
- Implemented the use of an electronic plan book for teachers at Hollister and Filer Elementary School.
- Coordinated curriculum mapping for ELA to assist teachers in planning for upcoming needs regarding the learning gap resulting from COVID-19 in the fall of 2020.

FILER SCHOOL DISTRICT - FILER, ID

2015 - 2018

4th Grade Teacher – Filer Intermediate School (4th-6th)

Teaching Contributions:

- Applied for and received \$6,000 from the STEM Action Center to implement coding in my classroom.
- Increased student achievement. 18% increase in student ELA ISAT scores for 2019, which was the highest gain in the district.

TWIN FALLS SCHOOL DISTRICT – TWIN FALLS, ID Kindergarten Teacher - Harrison Elementary School (PK-5th)

2010 - 2015

Teaching Contributions:

- Consistently high student achievement over 80% of my students scored proficient on the Spring IRI each year.
- Taught one year of extended day Kindergarten for our low Title students.
- Appointed by fellow K teachers to represent our school at district level curriculum meetings.
- Received \$5,000 Grant from Century Link to implement iPads in the classroom.

John Crawford



Education:

Churchill County High School: 1990

College of Southern Idaho 1994; A.A. Political Science

Idaho State University: 1994-1996; B.S. Political Science/Public Admin

University of Cincinnati: 2006; Masters of Education

Work Experience:

(2013-Current) Idaho State University Adjunct Professor of Political Science

(2017-Current) Bonneville School District Teaching 1111 and 1112 US History, 1101 and 2202 Political Science with students concurrently enrolled at Idaho State University

(2010-2017) Shelley School District #60/ Hobbs Middle School Principal and Idaho State University Adjunct Professor. Person in charge of 600 student middle school with 30 staff members.

(2008-2010) Pocatello School District: Highland High School Assistant Principal and Severe and Profound Emotionally Disturbed Program Director.

(1999-2008) Jefferson School District: Classroom Teacher and Seminar Instructor to new teachers to develop their classroom management skills. Develop and design lessons that center around effective and proven classroom management strategies that would help new teachers have a better experience in their early years of the profession.

Professional References:

Steve Young-Principal, Jefferson High School; 529 N. 3470 E. Menan, Idaho 83434; (208) 390-7421

Personal References

Mark Romer-Box 1127 Chubbuck Idaho 83206; (208-406-7352)

Greetings,

My name is Eric McDowell and I am the current science teacher at Kendrick Jr./Sr. High School. For the past 8 years, I have been heavily involved in my school and community in a variety of roles beyond my duties as a teacher, such as a city councilor, treasurer of the Juliaetta Community Improvement Association, President of the Kendrick Education Association, and the secretary of the Kendrick Lions Club. I am also a prolific and successful grant writer who has brought over \$100K into the Kendrick-Juliaetta community.

In my roles as a teacher and officer in my local teaching union, I have contributed to our local finally achieving an actual master agreement rather than the unofficial agreements that had existed since the late 1970s. This successful effort has played huge roles in minimizing teacher/staff turnover in my district as well as to make our small district competitive in Region 2.

As a part of gaining an official master agreement in my district, I have been unfortunately a witness to several incidences of unethical behavior by administrators and school board members. This behavior has played a pivotal role in my efforts with regard to my local as well as induced my current pursuit of credentials as an administrator. I hope to further my profession by seeking a spot on Idaho's Professional Standards Committee.

Regards,

Eric McDowell, PhD

Eric McDowell, PhD.



Education:

- 1998 2003: Department of Molecular Biology and Biochemistry, University of Idaho, Moscow, Idaho; Degree: Bachelor of Science.
- 2003 2010: Department of Plant Science, University of Arizona, Tucson, Arizona; Degree: PhD in Plant Biology concerning plant trichome and rhizome biology.
- 2012-2014: Division of Education, Lewis-Clark State College, Lewiston, Idaho;
 Natural Science Teaching Certification.

Teaching Experience:

- Kendrick Jr./Sr. High School
 - o 2012-present
 - o Physical Science (9th grade)
 - o Biology (10th grade)
 - o Earth Science (8th grade)
 - o Environmental Science (10-11th grades)
 - o Physics (11-12th grades)
 - o Chemistry (11-2th grades)
 - New Teacher mentor
- University of Arizona: NATS104, Plants and our World
 - o Fall 2008, & 2009
 - o Introductory botany/plant biology course for non-science majors
 - o Lectured 1-2 sections per semester
 - o Utilized online quizzes to ensure students read material prior to class
 - Lead plant walks to introduce area plants and interesting facts concerning their history and biology
- University of Arizona: PLS312, Plant and Animal Genetics
 - o Spring 2007, 2008, 2009
 - o Advanced genetic course for science majors
 - o Lectured and supervised 1-2 lab sections per semester
 - Supervised student preceptors
 - o Privately tutored students with learning disabilities
- Supervised/trained summer interns and undergraduates lab assistants

Ph.D Research Interests:

- Comparative transcriptomic/metabolomic analysis
 - Plant rhizome biology
 - o Plant glandular trichome biology
 - o Regulation of specialized tissue development
 - o Regulation of plant specialized biochemistry
- Gene isolation, cloning and characterization
- Plant tissue culture and transformation
 - o *Mentha x piperita* (peppermint)
 - o Ocimum basilicum (sweet basil)
 - o Curcuma longa (turmeric)
 - o Zingiber officinale (ginger)
 - o Nicotiana tabacum (tobacco)

Awards:

- 2005 2007: IGERT Research Fellow
- 2021-Present: MJ Murdock Fellow
- \$92,247 Grant Recipient for Kendrick Jr./Sr. High School
- \$10,000 Grant Recipient for Juliaetta Community Improvement Association

Memberships:

- 2008: Phytochemical Society of North America
- 2009: American Chemical Society
- 2009: American Society of Plant Biologists
- 2020-2021: Juliaetta City Council Member
- 2020-Present: Juliaetta Community Improvement Association Treasurer
- 2018-Present: Kendrick Lions Club Secretary
- 2013-Present: Kendrick Education Association, Current President

Current Employer

• Kendrick Joint School District #283; Kendrick, Idaho (Aug. 2012 – present)

Publications:

- **McDowell ET.** (2010) A tale of two 'omes: Comparative genomics and important genes in specialized tissues. PhD dissertation. University of Arizona, Tucson.
- McDowell ET, Kapteyn J, Li C, Shi F, An L, Descour A, Kang JH, Schmidt A, Schilmiller A, Howe GA, A. Jones AD, Pichersky E, Wilkerson C, Soderlund CA, Gang DR (2010) Comparative functional genomic analysis of *Solanum* glandular trichome types. *Plant Physiology*. http://www.plantphysiol.org/cgi/content/short/pp.110.167114?keytype=ref&ij key=izxAjmg2n6fFzAH
- **Kapteyn J, He R, McDowell ET, Gang DR.** (2010) Incorporation of non-natural nucleotides into template-switching oligonucleotides reduces background and improves cDNA synthesis from very small RNA samples. *BMC Genomics.* 11:413.
- Schilmiller AL, Miner DP, Larson M, McDowell E, Gang DR, Wilkerson C, Last RL (2010) Studies of a biochemical factory: tomato trichome deep EST sequencing and proteomics. *Plant Physiol*. 153(3):1212-1223 http://www.plantphysiol.org/cgi/content/short/pp.110.157214v1
- Kutrzeba LM, Zjawiony JK, Koo HJ, McDowell E, Laurenzi A, Gang DR, Dayan FE (2009) Biosynthesis of Salvinorin A: Overexpression and biochemical characterization of carboxy methyltransferase from EST of *Salvia divinorum* glands. *In. Georg Thieme Verlag Kg*, pp 431.
- Rosenke K, Samuel MA, McDowell ET, Toerne MA, Fortunato EA (2006) An intact sequence-specific DNA-binding domain is required for human cytomegalovirus-mediated sequestration of p53 and may promote *in vivo* binding to the viral genome during infection. *Virology*. 348(1):19-34

Stacey Jensen

CURRICULUM VITAE



jensenst@sd25.us

Education

1985	HS Graduate High Honors	Highland High, Pocatello ID		
1985-1988	BS Elementary Education	Idaho State University		
1990-1995	MS Curriculum and Instruction	Idaho State University		
2000	National Board Certification- Ea	rly Childhood Generalist		
1995-present continued Professional Development ISU, BSU, NNU				
2016-2019	Idaho Coaching Network			
2021	Idaho SMART project			

Employment

1988-present Teacher at Edahow Elementary School

-7 years in Kindergarten

-7 years in 1st Grade

-9 years in 2nd Grade

-present in 1st Grade

2019-present Adjunct Faculty at ISU

-Currently teaching EDUC 2204- Families, Community Culture

2021 -Mathematical Thinking Instruction K-2 Facilitator

Awards/Honors

2005	Edahow Elementary Teacher of the Year
2006	Pocatello/Chubbuck Teacher of the Year
2007	Disney Teacher of the Year Nominee
2008	Simplot Teacher of the Year Finalist
2010	ISU Distinguished Teacher of the Year
2013	Simplot Teacher of the Year Finalist

Committees

I have served on several different committees at the school, district and state level throughout the years. I have served on my school's leadership team since it's inception in 1998. I am currently on a 1 year hiatus from this committee as it was time for the other 1st grade teacher to serve. I have also served on various sub committees including technology committee, report card committee,, Infinite Campus committee, Sunshine Committee, PTA teacher representative, Festival of Trees committee, fund raising committee and the health and wellness committee. I have also served as a mentor to at least 5 and probably more new teachers in our building. Each time I serve as a mentor, I learn so much from new teachers who have just entered the education field.

I have also served on various committees with my district throughout the years. I have served on curriculum selection committees to adopt science 1X, ELA 3X, Mathematics 2X, Social Studies 1X, and Social Skills 1X. I served on the committee to create the district writing/spelling guideline handbook and the district leadership committee for 1 term. I served on the District's TIA committee which worked to match Idaho State standards to district curriculum and created learning calendars as quidelines for teachers to follow. I also served on the district's assessment committee which worked to create formative assessments for each 6 week period. Witht estate's adoption of the Common Core State Standards and the Idaho Core Standards I served ont he districts unite Development team which created units for each grade level to match curricula and Core standards. This team each year worked using Understanding by Design to creat units for the grade levels along with formative and summative assessments. The teams worked extensively during the summer and then throughout the school year to provide support to teachers as they implemented the units and assessments. I was asked to be the Mathematical Instructional Coarch for my school starting int he 2014 school year and continue on with that role during the 2015 and 2016 school years. In addition I was asked to be the Instructional Writing coach for my building as well in 2016. Both of these positions required intense coursework involving instructional Coaching Skills as well as in depth instruction regarding how Common Core has changed mathematical and Writing instruction. These positions allowed me the

opportunity to work with the other teachers in my building as well as in the district to improve instructional practices in these areas.

Separate from but affiliated with the district is a position I serve on the Education Foundation Board. I am currently the Vice Chair of this board. This board is tasked with handline over \$1,000,000 in funds. We provide scholarships to several high school students each year as well as thousands of dollars in grants to our district teachers. In addition the board works to secure funding for our School District.

At the state level, I worked on several standard setting committees as state standards and power standards were being developed and revised. I worked specifically on math and science committees. More recently I worked on a committee to revise the state math standards prior to the adoption of

Common Core standards. I was a scorer for the 4th grade DMA and DWA. I have also worked with the PSC's Accreditation Committee pretty much every year since 2020. I have served as Chairperson for the Teacher Education Accreditation team for each and every one of the state's institutions of higher education. I have also served as co-chair for several institutions as well as for Teach for America. Many of these institutions I have served for multiple visits. I alsowys come away from these visits with a greater understanding of beginning teacher standards as well as NCATE/NTASK standards. I also always learn something I can bring back to my classroom and/or district.

I have been on the PSC's Curriculum Selection Committee for 3 appointment and am applying for a 3rd. This committee is tasked with matching submitted curriculums with Idaho Content Standards and making sure that Idaho's students have access to the highest quality materials. Each year as I serve on the committee I renew and deepen my knowledge and understanding of the standards, curriulla, assessment, and teaching. The best part is that I not only deepen my knowledge of first grade standards but for ALL standards in ALL subjects K-12.

Another opportunity I had this past summer (2021) was to serve as part of the Danielson Group's scoring committee for the CSI Performance Assessment. I was trained as an assessor in Clusters 2 and 4 of the Danielson Framework. Then I scored and reconciled scores along with a partner for 13 different submissions. This was a test group for the CSI alternative teacher pathway program. I have also applied to be part of their Cluster 5 scoring committee.

Stephan Lynch

Successful, experienced, devoted professional with a proven record of building and fostering relationships, advising individuals to success, managing projects from conception to completion, and designing educational strategies. Sound communication skills with ability to make critical decisions.

PROFESSIONAL EXPERIENCE

Language Arts Teacher

2018-

Notus School District, Notus, Idaho

- Taught National Writing Project's College, Career, and Community Writers Program (C3WP) curriculum; represented Notus School District for the C3WP Summer Conference in Nashville, Tennessee.
- NSD Union President; Idaho Mastery Education Network (IMEN) Team Member.

Social Studies Teacher 2016-18

The Village Charter School, Boise, Idaho

- Administration of Middle School After School utilization of school-wide programs and initiatives including MathCounts, Invent Idaho, and 3D Design.
- Produced school quality evaluations; developed student and parent surveys for State Department of Education, conducted follow-up interviews, analyzed responses, and proposed solutions to school board.

Special Education Teacher

2015-16

Rock Creek Middle School, Happy Valley, Oregon

- Managed five instructional assistants; provided individualized in-home student instruction; coordinated district-wide Javad Squad tee shirt fundraiser.
- Monitored student schedules to meet daily goals; restructured physical classroom to increase efficiency for staff and students

Senior Director of Program Quality and Impact

2014-15

Boys & Girls Club of Portland Metro Area, Portland, Oregon

- Supervised club sites and club directors, hired and trained staff including AmeriCorp Vistas, interns, and volunteers, and secured and complied with funding finances.
- Launched Summer Brain Gain, conducted action research, proved hypothesis, and presented results to board of directors.
- Directed Department of Justice and Office of Juvenile Justice and Delinquency Prevention (OJJDP) mentoring at-risk program.

English Language Arts Teacher

2012-14

Wings Charter Middle School

- English Language Arts Department Head implemented Tier 2 Reading and Writing and Next Practices strategies.
- Idaho Coaching Network School Representative integrated Key Shifts and Total Instructional Alignment Unit Planning.

ATTACHMENT 20

Exceptional Child Services Crew

2009-10

Anser Charter School, Garden City, Idaho

- Directed after school Homework Club; recruited students to provide enhanced and personalized one-on-one mentor support.
- Updated teacher webpages; acquired grant to purchase technology for supplemental specialized instruction.

Secondary Teacher 2008-09

Compass Public Charter School, Meridian, Idaho

- Secured community partners to provide an authentic education experience for personal finance including budgeting a yearly salary.
- Introduced investments with the stock market utilizing excel spreadsheet to track and identify periodic gains and losses.

Secondary Teacher

Cole Valley Christian Schools, Meridian, Idaho

2004-08

- Facilitated interactive semester-long Honors English and American Government curriculum culminating in a mock trial of Richard III.
- Advised Students for the Advancement of Global Entrepreneurship (SAGE) Teams to promote positive social change.

EDUCATION

Ph.D. A Qualitative Investigation on the Impact of Memes on Student Engagement in 7 th and 8 th Grade English Language Arts, Northwest Nazarene University	2022
Ed.S. Educational Leadership, Northwest Nazarene University	2018
M. Ed. Curriculum and Instruction, Northwest Nazarene University	2008
B.A. Elementary Education, Boise State University Minor: Business Administration	2003
CERTIFICATION	
K-12 Administrator Certification State of Idaho	
Standard Elementary K-8 Certification, State of Idaho	
"A" License, United States Soccer Federation	
National "Youth" License, United States Soccer Federation	
Premier Diploma, United Soccer Coaches	
Director of Coaching Diploma, United Soccer Coaches	

ATTACHMENT 20

RELATED EXPERIENCE

Director of Coaching

2020-21

Idaho Inferno Soccer Club, Caldwell, Idaho

- Develop, maintain, and provide comprehensive and personalized professional development though curriculum development.
- Conduct bi-annual evaluations of coaching staff and advise coaches of appropriate level of play.

Assistant Soccer Coach

College of Idaho, Caldwell, Idaho

2014-21

- Established Summer Soccer Showcase for high school teams to compete in a collegiate environment while residing on campus.
- Arranged college advisory symposium consisting of DI, DII, DIII, NAIA, and community/junior college coaches.

Head Soccer Coach / Director of Coaching / College Advisory Director

1998-18

Idaho Youth Soccer Association, Boise, Idaho

- Introduced college preparatory sessions for players, including college visits, financial aid education, and admissions process.
- Provided and taught professional development workshops for coaches and volunteer parents.

Varsity Head Soccer Coach

2006-12

Meridian High School, Meridian, Idaho

- Reinstated conference All-Star Soccer Game; coordinated player and coach selections and hosted annual commemorative game.
- Founded the Idaho High School Soccer Coaches Association to facilitate player selection for individual honors and to improve communication among coaches.
- Promoted team and community involvement through activities including participation in the tenyear memorial ceremony of 9/11 with the presentation of a customized jersey to Mayor De Weerd, Fire Chief Niemeyer, and Police Chief Lavey.

REFERENCES

Dr. Bethani Studebaker, Director of Certification & Professional Standards

State Department of Education 208) 404-1554 bstudebaker@sde.idaho.gov

Paul Pascal, Secondary Interventionist and Instructional Coach

Notus School District (208) 371.3159 pascalp@notusschools.org

Ryan Porter, Sr. Administrator Behavioral Health & Quality Assurance

Idaho Supreme Court (208) 871.5547 rporter@idcourts.net

Tracylea Balmer, Region Director

Idaho Education Association (208) 912.4479 tbalmer@idahoea.org

Lindsey McKinney



mcki2450@alumni.uidaho.edu

Objective: A position on the Professional Standards Commission.

Summary of Qualifications:

- Bachelor's of Science in Communication
- Idaho Teaching Certification in Business Education and Basic Mathematics
- Have completed the coursework for Career and Technical Education
- Excellent communication skills
- Proven customer service relations
- Flexible work practices, willingness to learn new positions
- Recognized time management skills
- Proficient with Microsoft Office programs including Word, Excel, PowerPoint, Access, Publisher, and various other programs including Dreamweaver, Photoshop, and InDesign
- Good leadership skills
- Have passing Praxis scores in Business Education and Basic Mathematics

Experience:

Orofino Jr/Sr High School

Orofino, ID

Business/Technology Teacher

August 2019-present

Teach a wide range of business and technology subjects ranging from Word, Excel, Access, PowerPoint, Publisher, Keyboarding, Interactive Media, Accounting, Yearbook and Computer Technology. Served as the Business Professionals of America advisor, Student Council advisor, and a class advisor. Plan and implement lesson plans, create pacing schedule for coursework, interact with students and other staff members.

Bruneau-Grandview School District

Bruneau, ID

Business/Technology Teacher

August 2017-May 2019

Teach a wide range of business and technology subjects ranging from Word, Excel, Access, PowerPoint, Publisher, Keyboarding, Interactive Media, Business Communications, Sports and Entertainment Marketing and Personal Finance. Served as the Business Professionals of America advisor, Student Council advisor, and a class advisor. Plan and implement lesson plans, create pacing schedule for coursework, interact with students and other staff members.

Dietrich School District

Dietrich, ID

Business/Technology Teacher

September 2015-May 2017

Teach a wide range of business and technology subjects ranging from Word, Excel, Access, PowerPoint, Publisher, Keyboarding, Economics, Business Law, Interactive Media, Business Communications, Business Administration and Sports and Entertainment Marketing. Served as the Business Professionals of America advisor, Yearbook advisor, a class advisor and served on the leadership and the budget committees. Plan and implement lesson plans, create pacing schedule for coursework, interact with students and other staff members.

ATTACHMENT 21

Spokane Falls Community College

Pullman, WA

Computer Applications/Business Technology Instructor

September 2014-June 2015

Teach a wide range of computer application subjects ranging from beginning to advanced Word, Excel, Access, PowerPoint, Outlook, Publisher, and Keyboarding. Plan and implement lesson plans, create pacing schedule for coursework, interact with students and other staff members.

Mountain View School District #244

Kooskia, ID

Substitute Teacher

January 2014-June 2015

Substituted in various positions including paraprofessional positions, teachers and the office staff. Also assisted in other duties including before and after school bus duty, recess duty, and lunch duty. Handled classroom interruptions, took attendance, answered a multiline phone system, and interacted with students and other staff members.

Culdesac School District

Culdesac, ID

Substitute Teacher

February 2015-June 2015

Substituted in various positions including paraprofessional positions, teachers and the office staff. Handled classroom interruptions, took attendance, answered a multiline phone system, and interacted with students and other staff members.

Dabco Property Management

Pullman, WA

Property Manager

November 2009-December 2013

Perform Data entry, opening and closing procedures, interact with residents in person and on the phone, filing, checking the mail, creating documents, processing rent payments, compiling leases and other forms, Yardi, general office duties, technical troubleshooting, and other duties as assigned.

Education:

University of Idaho Moscow, ID

Communication

2009

Career and Technical Education

Member of the U of I Marching Band, University Ambassador, Education classes, Integrated Business Curriculum, Accounting, Economics, other related business classes and several computer classes including Desktop Publishing using InDesign, Photoshop. Member of the U of I Chapter of Business Professionals of America. Treasurer for hall government, worked on projects on a team.

References:

Available on Request

BOARD OF TRUSTEES

Marc Haws-Chairperson
Dani Rollins-Vice Chairperson
Shannon Mendive
Dean Jones
Lane Austin

222 N Plymouth Ave, Suite A PO Box 249 New Plymouth, Idaho 83655 Telephone: (208) 278-5740 Fax: (208) 278-3069

David Sotutu
Superintendent
Susan Hally
Business Manager
Shannon Reece
Administrative Asst./Clerk

February 8, 2022

Dear Idaho School Superintendents Association Board,

I would like to express my interest in serving in the recently vacated position on the Professional Standards Commission that represents the Idaho School Superintendents Association. I believe that my perspectives and experiences would benefit the PSC's work. As my attached resume indicates, my professional experiences include serving in different teaching and administrative positions in various schools and school districts.

I have benefited from the experiences I have had to serve on state-level committees, such as the IASA Legislative Committee, the SDE's mastery-based education implementation committee, and the SDE's teacher evaluation oversight committee. Gaining a greater understanding of the state's educational system, building relationships with others who are committed to serving kids and their families, and seeing the impact of our teams' work has helped be develop professionally and personally. I also feel the strong and steady support from my district leadership team, school board, and family allows me to be able to serve outside of my school district and community. For these reasons, I am willing to serve on the PSC.

I am confident that many of my fellow superintendents also would represent the ISSA well on the PSC, but I would be eager and honored to serve our state in this capacity, if selected. Please feel free to contact me at the location in the letterhead or email me at sotutud@npschools.us if you have any further questions.

Sincerely,

David Sotutu

Superintendent/Special Education Director

New Plymouth School District #372

ATTACHMENT 22

CONSENT APRIL 20, 2022 DAVID SOTUTU

222 N. Plymouth Ave., Suite A New Plymouth, ID 83655 208-220-7949 sotutud@npschools.us

EDUCATION

NORTHWEST NAZARENE UNIVERSITY, Nampa, Idaho; *January 2020-present*, earning a Doctor of Philosophy Degree in Educational Leadership, 4.0 g.p.a.

BOISE STATE UNIVERSITY, Boise, Idaho; *August 2016-May 2018*, earned an Educational Specialist Degree in Executive Educational Leadership, 4.0 g.p.a.

GRAND CANYON UNIVERSITY, Phoenix, Arizona; *January 2013-July 2014*, earned a Master of Education Degree in Educational Administration, 4.0 g.p.a.

BRIGHAM YOUNG UNIVERSITY – IDAHO, Rexburg, Idaho; *September 2001-April 2003*, earned a Bachelor of Science Degree in Elementary Education, 3.69 g.p.a.

RICKS COLLEGE (now known as Brigham Young University – Idaho), Rexburg, Idaho; *August 1999-April 2001*, earned an Associate of Arts and Sciences Degree in Men's Physical Education, 3.73 g.p.a.

WORK EXPERIENCE

<u>School District Superintendent/Special Education Director</u>; New Plymouth School District; New Plymouth, Idaho. *July 2018-present*.

<u>School District Superintendent/Principal</u>; North Gem School District; Bancroft, Idaho. *July* 2016-June 2018.

<u>School Principal/District Federal Programs Director</u>; Inkom Elementary School, Marsh Valley School District: Inkom, Idaho. *August 2014-June 2016*.

<u>Head Teacher/Second Grade Teacher</u>; Grace Elementary School; Grace School District; Grace, Idaho. *August 2011-July 2014.*

<u>Adult Basic Education Instructor</u>; Idaho State University – Adult Outreach; Pocatello, Idaho. *December 2010-June 2013*.

Health/Physical Education Teacher and Title I Reading Specialist; North Gem School District; Bancroft, Idaho. *August 2010-August 2011.*

<u>Second Grade Teacher and High School Track Coach</u>; Grace Elementary and High School; Grace Joint School District; Grace, Idaho. *August 2007-May 2010*.

<u>Second Grade Teacher</u>; Rimrock Elementary; Bonneville Joint School District; Idaho Falls, Idaho. *August 2006-July 2007.*

<u>First Grade Teacher</u>; Des Moines Elementary; Highline School District; Burien, Washington. *August 2003-August 2006.*

ADDITIONAL INFORMATION

Board Member, Idaho School District Council, October 2021-present.

President, New Plymouth Kiwanis Club, *October 2021-present*. Member since *January 2019*. Certified Trainer, The Mandt System, *May 2020-present*.

City Councilmember, City of Grace, Idaho, January 2016-June 2018.

February 2022

Dear ISAA Board Members,

I write this letter of interest regarding the opening for a Superintendent to serve on the Professional Standards Commission. Having often felt drawn to the work of the PSC I actually reached out earlier this week to convey my interest in one day serving on the PSC—not realizing that opportunity may come sooner versus later.

The other day when informed about the upcoming opening, I felt initial excitement because of my longtime interest. However, yesterday after reading the PSC Manual again while considering applying for the position, I was reminded of the significant and important, yet weighty work those on the PSC perform. In a small way, I sensed the seriousness of the decisions made to ensure quality educators are with our students in Idaho. Pondering the work of the full commission and each committee gave me a greater appreciation for those on the PSC as thoughts of personal inadequacy crept into my mind. However, I then remembered a quote that indicates to not focus on our ability, but our availability...and then if we demonstrate our dependability, we will see an increase in our capability.

I feel I can effectively represent the Idaho School Superintendents Association on the PSC and contribute to the good of the commission. While serving as a school principal, I began a study on ethics in education and eventually wrote a dissertation on Educator Misconduct in Idaho. During this time of study and scholarship, I desired to learn more about ethical standards and felt drawn to serve on the PSC. My job assignment seemed to change each year to meet the needs of the district and I was never in one position long enough to be considered a representative of that group on the state commission.

I'm now serving as superintendent and hope to be consistently employed in that role for some time. As such, I'm letting you know of my desire to use my knowledge and skills of ethical standards along with my experience as a teacher and administrator to serve in a capacity that will help strengthen our professional educators with content standards knowledge, pedagogical skills, and ethical dispositions.

I would be honored and humbled to serve. Thank you for your consideration.

Respectfully,

Lance Harrison, PhD Superintendent of Schools Preston School District #201 105 East 2nd South Preston, ID 83263 (208) 852-0283

Jance Harrison

CONSENT APRIL 20, 2022 Lance K. Harrison

EDUCATION: Doctor of Philosophy (PhD), Educational Leadership

Northwest Nazarene University, Nampa, ID, May 2019

Dissertation: Ethics in Education - Educator Misconduct in Idaho

Education Specialist (EdS), Educational Leadership: Superintendent Northwest Nazarene University, Nampa, ID, May 2016 Dean's List

Master of Science (MS), Educational Administration: Principalship Idaho State University, Pocatello, ID, August 2000 GPA 4.0

Bachelor of Science (BS), Major: Elementary Education, Teaching Certificate
Brigham Young University, Provo, UT, April 1994 Graduate Cum Laude

EMPLOYMENT: **Preston Idaho School District #201** (1999-Present)

- ♦ Superintendent of Schools
- ♦ Director of Special Education
- ♦ Junior High Principal
- ♦ Elementary Principal
- ♦ District Elementary Director
- ♦ Literacy Coordinator
- ♦ High School Assistant Principal
- ♦ First Grade Teacher

Western Governor's University (WGU) (2018-Present)

♦ Clinical Supervisor – observe, evaluate, and support teacher candidates

Utah State University (USU) (2015-2017)

♦ Testing Proctor – administer and monitor remote assessments taken by university students to ensure accountability and integrity of the process

Grace Idaho School District (1994-1999)

◆ Teacher – Grades 2, 3, 5, 7, and 8 ◆ Coach: HS Track & XC/JH Basketball

Church Educational System (1993-1994)

• 9th Grade Seminary Teacher, Spanish Fork Utah Intermediate School

LEADERSHIP: • BYU Alumni Association Affiliate, Cache Valley Utah/Idaho Chapter (2007-2009)

- ◆ President IAESP, Region V (2007-2008)
- ♦ President Phi Delta Kappa (PDK), Utah State University Chapter (2006)

TRAINING:

- Network of Innovative School Leaders NISL (three-year participant)
- Principal Academy of Leadership PALS Professional Development
- Project Leadership PL Graduate (3-year training from State Department of Education)
- ♦ Teacher Observation and Evaluation Danielson Framework Courses
- ♦ Idaho School Law Conference (multiple-year attendee)

SERVICE:

- ♦ Classroom Behavior Trainer Teachers in Ethiopia, Africa (2018)
- ♦ Educational Exchange Coordinator for Educators from Mongolia (2014-2015)
- ♦ Humanitarian Work in Orphanages and Schools in Vietnam (2010 & 2012)
- ♦ Franklin County Fair Board Member (2001-2008)
- ♦ Special Olympics Volunteer
- ♦ Idaho Comprehensive Literacy Course Instructor
- ♦ Church Mission: Two Year Volunteer Detroit, Michigan
- ♦ Church Callings: Youth Advisor / Scout Master / Instructor / Young Men Leader Finance and Membership Clerk / Bishopric Counselor

AWARDS:

♦ National Emerging Leader – Selected by PDK as 1 of 13 U.S. Recipients (2007-2008)

INTERESTS: ◆ Spending time with family ◆ Learning new things ◆ Traveling home and abroad TAB 14 Page 2

Michael L. Jacobson Letter of Interest

I am seeking to fill the remainder of the term on the PSC which was held by Paula Kellerer. Currently I am the Superintendent of Swan Valley School District #92.

My path to education has been far from ordinary. Originally I pursued a B.S. in Business Finance and secured a job in the San Francisco, CA area working in the NFL. After 5 years, I decided this was not the path for me and education was my passion. I did some research and was told I needed to go back to school to get a degree in education to become a teacher. I was discouraged until I heard about Teach for America. I applied and was accepted into the 2009 corp. I moved to South Dakota and taught secondary mathematics on the Pine Ridge Indian Reservation for three years.

During this time, I decided to pursue my M.A. and Ed.S. from the University of South Dakota. In 2012 I moved to Idaho Falls and took a job as a secondary mathematics teacher at Compass Academy, a New Tech Network school. I was inspired to take this job based on experiences one of my professors shared with me as a principal of a New Tech Network school in Sioux Falls, SD.

After two years I decided to pursue Administration opportunities. I took a job as Superintendent of South Lemhi School District #292 in Leadore, ID. I remained in this position for three years before accepting the position as Superintendent of Swan Valley School District #92.

I share this with you because I truly feel that good administrators will have a diverse mixture of experiences they can draw their knowledge. I have experience working in both small and large settings, rural and urban settings, and with economically disadvantaged students. I have a passion to continue learning by furthering my education and currently working on my Ed.D at Idaho State University. In addition, I strive to be innovative, open-minded, and push the status quo of education for the children I serve.

APRIL 20, 2022 Michael L. Jacobson

EXPERIENCE

Swan Valley School District #92

Superintendent, Principal, Federal Programs Director, Special Education Director, Transportation Director

Swan Valley, ID 2017-Current

South Lemhi School District #292

Superintendent, Principal, Title I Director

Leadore, ID 2014-2017

Idaho Falls School District #91

Facilitator at Compass Academy High School

Idaho Falls, ID 2012-2014 School Year

Superintendent Internship

2012-2013 School Year

Little Wound High School in conjunction with Teach For America

Principal Internship

Kyle, SD 2011-2012 School Year

High School Math Coach, Chair & Teacher

2009-2011 School Year

The Oakland Raiders/The Raider Image, LLC

Revenue Accountant, Ticket Operations & Analyst

Alameda, CA March 2007-February 2009

Fan Club Manager May 2005-March 2007

Public Relations Intern

Fall 2004

Silicon Valley Sports & Entertainment/Sharks Oakland Ice Center

Adult Hockey Operations

Oakland, CA February 2006-April 2009

Brigham Young University-Idaho

Student Athletic Director

Rexburg, ID Winter 2005

Ice Hockey Director Winter 2003 and 2004

EDUCATION

Idaho State University

Pocatello, ID

Ed.D. in Educational Administration Candidate, Superintendent

University of South Dakota

Vermillion, SD

M.A. and Ed.S. in Educational Administration, PK-12 Principal & Superintendent

• GPA: 4.00 cumulative.

Brigham Young University-Idaho

Rexburg, ID

B.S. in Business Administration with emphasis in Finance

- GPA: 3.62 cumulative, 3.92 final two years, Honors: Dean's List, Languages: Spanish.
- Student Board of Directors Winter 2005
- Man of the Year Finalist 2004 & Semi Finalist 2005

SUBJECT

Requests for approval to transport students less than one and one-half miles for the 2021-2022 school year (safety busing)

REFERENCE

June 2019 Board approved the request for 97 school districts and 17

charter schools to transport students less than one and one-

half miles for the 2018-2019 school year.

June 2020 Board approved the request for 93 school districts and 21

charter schools to transport students less than one and one-

half miles for the 2019-2020 school year.

June 2021 Board approved the request for 97 school districts and 22

charter schools to transport students less than one and one-

half miles for the 2020-2021 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code Section 33-1502, Idaho Code

BACKGROUND/DISCUSSION

Pursuant to Section 33-1006, Idaho Code, "The state board of education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of basic vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, "bus testing," 49 CFR part 665, and any revision thereto, as provided in subsection (4)(d) of this section, or other state department of education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts."

The transportation support program of a school district shall be based upon the allowable costs of transporting pupils less than one and one-half $(1\frac{1}{2})$ miles as provided in Section 33-1501, Idaho Code, when approved by the State Board of Education.

The Standards for Idaho School Buses and Operations states, "All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged.

The local board of trustees shall annually, by official action (Section 33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state. Consideration for reimbursement is contingent on the application being received by the State Department of Education Transportation Section on or before March 1 of the school year in which the safety busing began."

All requests are submitted on the Safety Busing form found in the Idaho Bus Utilization System (IBUS) Portal. Reminders are emailed to all districts and charter schools prior to March 1. All requests recommended for approval are compliant with Section 33-1006, Idaho Code.

Ninety-three (97) school districts and twenty-one (22) charter schools affecting 26,243 students applied for safety busing using the correct form and are being recommended for approval.

IMPACT

The approval of LEA's with safety-bused students listed in Attachment 1 allows LEA's to be reimbursed for routes that meet the safety busing requirements. Board inaction or denial of the safety bus waivers would result in a loss of transportation funding for transportation routes that are less than 1 ½ miles.

ATTACHMENTS

Attachment 1 – List of 119 LEA's that applied for safety busing

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Section 33-1006, Idaho Code, allows for the reimbursement of cost to transport students 1.5 miles or more from the school and pupils less than 1.5 miles as provided in Section 33-1501, Idaho Code, when approved by the State Board of Education. Section 33-1501, Idaho Code, allows for the reimbursement of transportation cost for pupils less than 1.5 miles from the nearest school when in the judgment of the Board of Trustees the age or health or safety of the pupil warrants it.

State Department of Education staff annually review school district requests and forward those meeting the requirements for safety busing to the Board for consideration. Staff recommends approval.

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I move to approve the requests by ninety-seven (97) school districts and twenty-
two (22) charter schools for approval to transport students less than one and one-
half miles as submitted in Attachment 1.

Moved by Seconded by _	Carried Yes	No
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Safety Busing Rider Count Report	1 2021-2022
Charters	
Compass Public Charter School, Inc.	57
Elevate Academy Inc.	112
Falcon Ridge Public Charter School, Inc.	17
Future Public School, Inc.	6
Gem Prep: Meridian, Llc	12
Gem Prep: Nampa, Llc	15
Heritage Academy, Inc.	117
Heritage Community Charter School, Inc.	81
Idaho Arts Charter School, Inc.	43
Idaho Science And Technology Charter School, Inc.	26
Idaho Stem Academy, Inc.	100
Legacy Public Charter School, Inc.	8
Liberty Charter School, Inc.	2
North Star Charter School, Inc.	12
North Valley Academy, Inc.	35
Project Impact Stem Academy, Inc.	21
Rolling Hills Public Charter School, Inc.	15
Thomas Jefferson Charter School, Inc.	30
Treasure Valley Classical Academy, Inc.	85
Victory Charter School, Inc.	4
Vision Charter School, Inc.	20
Xavier Charter School, Inc.	0
	818
Districts	
Aberdeen District	84
American Falls Joint District	230
Basin School District	14
Bear Lake County District	203
Blackfoot District	622
Blaine County District	1025
Bliss Joint District	44
Boise Independent District	553
Bonneville Joint District	4932
Boundary County District	26
Bruneau-Grand View Joint School District	0
Butte County Joint District	120
Caldwell District	227
Camas County District	2
Cascade District	19
Cassia County Joint District	443
Castleford District	22
Challis Joint District	17
Clark County District	0
	U

Coeur D'alene District	301	
Cottonwood Joint District	31	
Council District	8	
Culdesac Joint District	5	
Dietrich District	1	
Emmett Independent District	114	
Firth District	37	
Fremont County Joint District	8	
Fruitland District	63	
Garden Valley District	31	
Genesee Joint District	51	
Glenns Ferry Joint District	144	
Gooding Joint District	472	
Hagerman Joint District	65	
Hansen District	40	
Homedale Joint District	363	
Horseshoe Bend School District	40	
Idaho Falls District	951	
Jefferson County Joint District	884	
Jerome Joint District	419	
Joint School District No. 2	1161	
Kamiah Joint District	26	
Kellogg Joint District	35	
Kendrick Joint District	0	
Kimberly District	229	
Kootenai District	11	
Kuna Joint District	23	
Lake Pend Oreille School District	230	
Lakeland District	279	
Lapwai District	56	
Mackay Joint District	88	
Madison District	317	
Marsh Valley Joint District	55	
Marsing Joint District	63	
Mccall-Donnelly Joint School District	685	
Melba Joint District	12	
Midvale District	13	
Minidoka County Joint District	560	
Moscow District	154	
Mountain Home District	264	
Mountain View School District	80	
Murtaugh Joint District	96	
Nampa School District	1730	
New Plymouth District	55	
North Gem District	14	
Notus District	122	
		

Oneida County District	77	1
Orofino Joint District	33	
Parma District	111	
Payette Joint District	417	
Plummer-Worley Joint District	59	
Pocatello District	1416	
Post Falls District	150	
Potlatch District	31	
Preston Joint District	218	
Richfield District	26	
Ririe Joint District	359	
Rockland District	42	
Salmon District	86	
Salmon River Joint School District	2	
Shelley Joint District	221	
Shoshone Joint District	118	
Snake River District	167	
Soda Springs Joint District	284	
South Lemhi District	17	
St Maries Joint District	35	
Sugar-Salem Joint District	42	
Swan Valley Elementary District	22	
Teton County District	28	
Troy School District	59	
Vallivue School District	892	
Wallace District	174	
Weiser District	343	
Wendell District	64	
West Bonner County District	55	
West Jefferson District	27	
West Side Joint District	802	
Wilder District	79	
	25425	
Districts		97
Charters		22
Total	26243	119

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Adoption of Praxis II Tests and Qualifying Scores for Content Assessments

REFERENCE

	February 2018	Board accepted the Professional Standards
		Commission recommendation to approve the current
	August 2018	Praxis II assessments and Idaho qualifying scores. Board approved Content, Pedagogy and Performance
	3	Assessments rubric and updated content area
		assessments and qualifying scores.
	February 2020	Board approved Praxis II assessments and Idaho
		qualifying scores and amended the Content, Pedagogy
		and Performance Assessments rubric.
	February 2021	Board accepted the Professional Standards
		Commission recommendation to approve current
		Praxis II assessments and Idaho qualifying scores.
	June 2021	Board accepted the Professional Standards
		Commission recommendation to approve current
		Praxis II assessments and Idaho qualifying scores.
	August 2021	Board accepted the Professional Standards
		Commission recommendation to approve updated
	Praxis II assessments and Idaho qualifying scores and	
		approve National Board for Professional Teach
		Standards certification as an approved content,
		pedagogy, and performance assessment.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.015.01.d - Standard Instructional Certificate IDAPA 08.02.02.017.01 - Content, Pedagogy and Performance Assessment for Certification

BACKGROUND/DISCUSSION

One of the requirements for obtaining a Standard Instructional Certificate is that proficiency be shown in the area of endorsement being sought (IDAPA 08.02.02.015.01.d). Each candidate must meet or exceed the state qualifying score on the State Board of Education (Board)-approved content area assessment. Praxis II. Subject Assessments have been selected as one of the Board-approved content area assessments. In accordance with IDAPA 08.02.02.017.01, the Professional Standards Commission (PSC) recommends these assessments and qualifying scores to the Board for approval.

The Standards Committee of the PSC reviewed proposed amendments to the list of Board-approved Praxis II assessments and qualifying scores on February 3, 2022. Proposed amendments include:

- Regenerated Biology assessment and qualifying score
- Regenerated Special Education: Early Childhood/Early Intervention assessment
- Regenerated Chemistry assessment and qualifying score
- Regenerated Earth and Space Sciences assessment and qualifying score
- Regenerated General Science assessment and qualifying score
- Regenerated Physics assessment and qualifying score
- New Elementary Education: Math Specialist assessment and qualifying score
- Regenerated School Librarian assessment and qualifying score

The Standards Committee brought the proposed amendments to the full PSC on February 4, 2022, and the full PSC voted to recommend approval of the Praxis II assessments and qualifying scores to the State Board of Education.

IMPACT

Approval of assessments and qualifying scores sets the minimum standard of achievement that an instructional staff person must meet to earn certification in the applicable content areas.

ATTACHMENTS

Attachment 1 – ETS Praxis II Assessments and Qualifying Scores

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to IDAPA 08.02.02.017, the PSC shall recommend assessments and qualify scores to the State Board of Education for approval. IDAPA 08.02.02. requires candidates to receive a qualifying score on a state approved content area, pedagogy, or performance assessment as applicable to the route or type of certification. The Praxis II is one of the Board approved content area assessments. Receiving a qualified score on a content area assessment is required for earning a standard instructional certificate, career technical degree-based certification, alternate routes for content area endorsements, and interim certification through an alternative authorization for content specialist. The PRAXIS II was approved by the Board in early 2000. Qualifying scores were set by the Board based on recommendations from the PSC at the December 2003 Board meeting, effective September 1, 2004. A few updates to the qualifying scores in individual subject areas were made at the June 2005, April 2006, June 2006, October 2006 and February 2018 Board meetings. Starting in 2019, updates have come to the Board more regularly. Consideration of the attached qualifying scores is part of the ongoing process to maintain updated qualifying scores on Board-approved content, pedagogy or performance assessments. In February 2020 the Board requested the PSC to include in their consideration and make recommendations

on additional assessments that could serve as content, pedagogy, or performance assessment for certification purposes.

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I move to accept the recommendation of the Professional Standards Commission	n
and to approve the proposed Praxis II assessments and Idaho qualifying score	es:
as provided in Attachment 1.	

Moved by	Seconded by	/ Carried Ye	s No

Standard Instructional Certificate					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis II Subject Assessment	Idaho Cut Score	Multi State
	All Subjects (Candidates can take 5001 OR 7811)	(K-8)	Elementary Education: 5002 Reading and Language Arts Subtest	157	157
7010			Elementary Education: 5003 Mathematics Subtest	157	157
			Elementary Education: 5004 Social Studies Subtest	155	155
			Elementary Education: 5005 Science Subtest	159	159
	All Subjects (Candidates can take 5001 OR 7811)	(K-8)	CKT Elementary Education: 7812 Reading and Language Arts Subtest	161	161
7040			CKT Elementary Education: 7813 Mathematics Subtest	150	150
7010			CKT Elementary Education: 7814 Science Subtest	154	154
			CKT Elementary Education: 7815 Social Studies Subtest	161	161
8222	American Government/Political Science	(5-9)	5089 Middle School Social Studies	149	-
7222	American Government/Political Science	(6-12)	5931 Government/Political Science	149	149
7770	American Indian Language	(K-12)	-	-	-
7038	Bilingual Education	(K-12)	5362 English to Speakers of Other Languages	155	155
8421	Biological Colones	(5-9)	5442 Middle School Science	152	152
7421	Biological Science	(6-12)	5235 Biology: Content Knowledge 5236 Biology	139 <u>154</u>	<u>154</u>
/083	Blended Early Childhood Education/Early Childhood Special Education	(Birth-	5025 Early Childhood Education OR Elementary Subtests (See All Subjects 5001 or 7811)	156	156
		Grade 3)	5691 Special Education: Preschool/Early Childhood 5692 Special Education: Early Childhood/Early Intervention	159	159
7014	Blended Elementary Education/Elementary Special Education	(Grade 4-6)	Elementary Subtests (See All Subjects 5001 or 7811)	See All Subjects	See All Subjects
8440	Chemistry	(5-9)	5442 Middle School Science	152	152
7440	Chemistry	(6-12)	5245 Chemistry: Content Knowledge 5246 Chemistry	139 - <u>146</u>	<u>146</u>
8144 7144	Communication	(5-9)	5221 Speech Communication: Content Knowledge	143	-
		(6-12)			
7400	Computer Science	(5-9) (6-12)	5652 Computer Science	149	149
9921	CTE - Agriculture Science & Technology	(6-12)	5701 Agriculture	147	147
9093	CTE - Business Technology Education	(6-12)	5101 Business Education: Content Knowledge	148	154
9400	CTE - Computer Science	(6-12)	5652 Computer Science	149	149
9401	CTE - Engineering	(6-12)	5051 Technology Education	154	159
9970	CTE - Family and Consumer Sciences	(6-12)	5122 Family and Consumer Sciences	153	153
9092	CTE - Marketing Technology Education	(6-12)	5561 Marketing Education	158	-
9981	CTE - Technology Education	(6-12)	5051 Technology Education	154	159
3301	CTE - Technology Education	(0-12)	5354 Special Education: Core Knowledge and Applications	145	151
7030	Deaf/Hard of Hearing	(Pre-K-12)	5272 Special Education: Education of Deaf and Hard of Hearing Students	160	160
7019	7019 Early Childhood Special Education	(Pre-K-3)	5025 Early Childhood Education OR Elementary Multiple Subtests (See All Subjects 5001 or 7811)	156	156
			5691 Special Education: Preschool/Early Childhood	159	159
8451		(5-9)	5442 Middle School Science	152	152
7451	Earth and Space Science	(6-12)	5571 Earth and Space Sciences: Content Knowledge 5572 Earth and Space Sciences	144 - <u>154</u>	<u>154</u>

Standard Instructional Certificate					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis II Subject Assessment	Idaho Cut Score	Multi Stat
8228		(5-9)	5089 Middle School Social Studies	149	-
7228	Economics	(6-12)	5911 Economics	150	150
8990 7990	Engineering	(5-9) (6-12)	5051 Technology Education	154	159
8120	English	(5-9)	5047 Middle School English Language Arts	164	164
7120	Liigiisii	(6-12)	5038 English Language Arts: Content Knowledge	167	167
7126	English as a Second Language (ESL)	(K-12)	5362 English to Speakers of Other Languages	155	155
7036		(K-8)	5543 Special Education: Core Knowledge and Mild to Moderate Applications	153	158
7037	Exceptional Child Generalist	(6-12)	Elementary Subtests (See All Subjects 5001 or 7811)	See All	See All
7029	(1)		Elementary Subtests (See Air Subjects Soot of 7011)	Subjects	Subjects
8226	Geography	(5-9)	5089 Middle School Social Studies	149	-
7226	Geography	(6-12)	5921 Geography	153	-
8452		(5-9)	5442 Middle School Science	152	152
7452	Geology	(6-12)	5571 Earth and Space Sciences: Content Knowledge 5572 Earth and Space Sciences	144 - <u>154</u>	<u>154</u>
7028	Gifted and Talented	(K-12)	5358 Gifted Education	157	157
8520		(5-9)			
7520	Health	(6-12)	5551 Health Education	155	-
7521		(K-12)			
8221	History.	(5-9)	5089 Middle School Social Studies	149	-
7221	History	(6-12)	5941 World and U.S. History: Content Knowledge	141	-
8133	Humanities	(5-9)			1
7133	numanities	(6-12)		-	-
8134		(5-9)	F3341	452	452
7134	Journalism	(6-12)	5224 Journalism	153	153
7080	Junior ROTC	(6-12)	-		1
7139	Literacy	(K-12)	5206 Teaching Reading	156	156
	Mathematics - Middle Level	(5-9)	5164 Middle School Mathematics	157	157
7300	Mathematics	(6-12)	5165 Mathematics	159	159
8820		(5-9)			-
7820	Music	(6-12)	5113 Music: Content Knowledge	148	161
7810		(K-12)			
7420	Natural Science	(6-12)	5435 General Science: Content Knowledge 5436 General Science	149 141	141
	Online-Teacher	(Pre-K-12)	-	-	-
8510		(5-9)			1
7512	Physical Education (PE)	(6-12)	5091 Physical Education: Content Knowledge	143	-
7511		(K-12)			
8430	ni : 10 :	(5-9)	5442 Middle School Science	152	152
7430	Physical Science	(6-12)	5485 Physical Science	157	157
8450	Division	(5-9)	5442 Middle School Science	152	152
7450	Physics	(6-12)	5265 Physics: Content Knowledge-5266 Physics	129 145	145
8231 7231	Psychology	(5-9) (6-12)	5391 Psychology	154	154
	Science - Middle Level	(5-9)	5442 Middle School Science	152	152
	Social Studies	(6-12)	5081 Social Studies: Content Knowledge	150	132
8220	Social Studies - Middle Level	(5-12)	5089 Middle School Social Studies	149	-

	Standard Instructional Certificate					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis II Subject Assessment	Idaho Cut Score	Multi State Cut Score	
8229	Sociology	(5-9)	5952 Sociology	154	154	
7229	Sociology	(6-12)	3332 30Clology	154	134	
8236	Sociology/Anthropology	(5-9)	5952 Sociology	154	154	
7236	Sociology/ Antimopology	(6-12)	3332 3001010gy	15-	154	
7297	Teacher Leader - Instructional Specialist (K-12)	-	Performance Assessment for Teacher Leaders (PATL)	42	-	
			Performance Assessment for Teacher Leaders (PATL) + one of the following:	42	-	
7298	Teacher Leader - Literacy (K-12)	-	5206 Teaching Reading (OR)	156	156	
			5302 Reading Specialist	165	165	
			Performance Assessment for Teacher Leaders (PATL) + one of the following:	42	-	
7299	Teacher Leader - Mathematics	_	5164 Middle School Mathematics (OR)	157	157	
7200	reaction beautiful in a second		5165 Mathematics (OR)	159	159	
			5037 Elementary Education: Math Specialist	<u>153</u>	<u>153</u>	
7045	Teacher Leader - Special Education	-	Performance Assessment for Teacher Leaders (PATL)	42	-	
7020	Teacher Librarian	(K-12)	5311 Library Media Specialist 5312 School Librarian	151 <u>154</u>	<u>154</u>	
8137	Theater Arts	(5-9)	5641 Theatre	148	-	
7137		(6-12)				
8852		(5-9)				
7852	Visual Arts	(6-12)	5134 Art: Content Knowledge	151	158	
7851		(K-12)				
7035	Visual Impairment	(Pre-K-12)	5354 Special Education: Core Knowledge and Applications 5282 Special Education: Teaching Students with Visual Impairments	145 163	151 163	
8700 7700 7710	World Language (All other languages not listed below)	(5-9) (6-12) (K-12)	5841 World Language Pedagogy	151	158	
8702 7702	World Language - American Sign Language	(5-9) (6-12)	0634 American Sign Language Proficiency Interview (ASLPI) by Gallaudet	3 (score is equivalent to a	160	
7701		(K-12)		160 scale score)		
8796		(5-9)		,		
7796	World Language - Chinese	(6-12)	5665 Chinese (Mandarin): World Language	164	164	
7715		(K-12)				
8830		(5-9)	5174 French: World Language 156			
7730	World Language - French	(6-12)		156	162	
7712		(K-12)				
8740	World Language - German	(5-9)				
7740		(6-12)	5183 German: World Language	157	163	
7713		(K-12)				
7750	World Language - Latin	(K-12)	5601 Latin	152	-	
8720	World Language - Spanish	(5-9)				
7720		(6-12)	5195 Spanish: World Language	163	168	
7711		(K-12)				