

**STATE BOARD OF EDUCATION MEETING**  
**August 19-20, 2009**  
**Idaho State University**  
**Rendezvous Complex**  
**Pocatello, Idaho**



**Wednesday, August 19, 2009, 4:00 pm, Idaho State University, Rendezvous Complex, Pocatello Idaho**

**EXECUTIVE SESSION (Closed to the Public)**

University of Idaho

TAB 1. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(d) and (f) for the purpose of considering documents subject to the attorney-client privilege and exempt from public disclosure and to consider and advise the Boards' legal representatives in a matter of probable litigation.

Lewis-Clark State College

TAB 2. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(1)(d) and (f) for the purpose of considering documents subject to the attorney-client privilege and exempt from public disclosure and to consider and advise the Boards' legal representatives in a matter of probable litigation, and pursuant to Idaho Code Section 67-2345(1)(c) for the purpose of conducting deliberations regarding possible acquisition by Lewis-Clark State College of an interest in real property that is currently owned by private parties.

State Board of Education

TAB 3. A motion to meet in executive session to evaluate the presidents of Idaho's state higher education institutions and its executive director, pursuant to Idaho Code Section 67-2345(1)(b), for the purposes of evaluating, dismissing or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

Office of the State Board of Education

TAB 4. A motion to meet in executive session pursuant to Idaho Code Sections 67-2345(1)(a) for the purposes of hiring a public officer, employee, staff member or individual agent.

**EXECUTIVE SESSION ITEMS MAY BE DISCUSSED AND ACTED UPON, IF APPROPRIATE, IN OPEN SESSION.**

**Thursday, August 20, 2009, 8:00 a.m., Idaho State University, Rendezvous Complex, Pocatello Idaho**

## **BOARDWORK**

1. Agenda Review / Approval
2. Minutes Review / Approval
3. Rolling Calendar

## **OPEN FORUM**

## **CONSENT AGENDA**

### **BAHR – SECTION I – HR**

1. Boise State University - Deletions of Positions
2. Idaho State University - New Position & Change to Position

### **PPGAC**

3. Alcohol Permits Issued by University Presidents

## **DEPARTMENT OF EDUCATION**

1. Superintendent's Update
2. Idaho Education Network Overview (Project Rollout Updates)
3. Overview of Professional Standards Commission
4. Proposed Rule – IDAPA 08.02.02.016, Rules Governing Uniformity, Idaho Educator Credential
5. Proposed Rule – IDAPA 08.02.02.029, Rules Governing Uniformity, Consulting Teacher Endorsements
6. Proposed Rule – IDAPA 08.02.03.105, Rules Governing Thoroughness, High School Graduation Requirements
7. Proposed Rule – IDAPA 08.02.03.109, Special Education
8. Proposed Rule – IDAPA 08.02.03.200, K-12 State Achievement Standards
9. Pending Rule – IDAPA 08.02.03.004, Incorporation by Reference – Idaho Content Standards
10. Pending Rule – IDAPA 08.02.02.120, Local District Evaluation Policy
11. Pending Rule – IDAPA 08.02.02.021, Endorsements
12. Pending Rule – IDAPA 08.02.02.027, Pupil Personnel Services Certificate
13. Pending Rule – IDAPA 08.02.02.024, Endorsements M-Z

14. Temporary and Pending Rule – IDAPA 08.02.02.043, Alternate Authorization – Teacher to New Certification
15. School District Property Transfer, Boise – Meridian (Avimor)
16. School District Property Transfer, Meridian - Boise (Orchard Ranch)
17. Curricular Materials Adoption
18. Boise State University, Teacher Preparation Program – Full Program Review Team Report
19. Brigham Young University-Idaho, Agriculture Education Focused Review Team Report
20. University of Idaho, School Counselor Focused Review Team Report
21. Appointment to the Professional Standards Commission
22. Idaho Special Education Manual

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. Presidents' Council Report
2. Idaho State University Report
3. Performance Measures/Benchmarks
4. First Reading, Proposed Amendments to Board Policy I.E. – Spouse Reimbursement
5. Proposed Rule – Idaho Division of Vocational Rehabilitation Appeals Process
6. Temporary/Proposed Rule – Proprietary/Postsecondary School Registration
7. Proposed Rule-Rural Physicians Incentive Fund
8. Presentation – Trends in Higher Education Overview

## **INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

### Higher Education

1. First Reading, Proposed Amendments to Board Policy, III.W., Higher Education Research
2. University of Idaho – Proposed University Policy to Require First Year Students to Live on Campus

## **AUDIT**

1. University of Idaho – Revision to Foundation Operating Agreement

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I**

1. Boise State University - Head Women's Volleyball Coach Contract
2. Idaho State University – Head Softball Coach Contract
3. University of Idaho - Coach Contract Modifications
4. Presidential Contracts
5. First Reading, Proposed Amendments to Board Policy, II.G.2.b.(2)., Faculty Compensation
6. Office of the State Board of Education – Chief Fiscal Officer Appointment

### **Section II – Finance**

1. FY 2011 Budget Requests
2. FY 2011 Capital Budget Requests
3. Boise State University – Laser Purchase
4. Boise State University – East Junior High Property Project
5. University of Idaho - Wallace Complex Roof Repair Project
6. University of Idaho – Settlement Agreement
7. Lewis-Clark State College - Property Sale
8. Item Pulled
9. Promise B Scholarship – FY 2010
10. University of Idaho – Kibbie Dome Life Safety Project Update

If auxiliary aids or services are needed for individuals with disabilities, or if you wish to speak during the Open Forum, please contact the Board office at 334-2270 no later than two days before the meeting. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to or after the order listed.



1. Agenda Approval

Changes or additions to the agenda

**A motion to approve the agenda as posted.**

2. Minutes Approval

**BOARD ACTION**

**A motion to approve the minutes from the June 17-18, 2009 Board meeting as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**A motion to approve August 11-12, 2010 as the date and Idaho State University as the location for the August 2010 regularly scheduled Board meeting.**



STATE BOARD OF EDUCATION  
 TRUSTEES OF BOISE STATE UNIVERSITY  
 TRUSTEES OF IDAHO STATE UNIVERSITY  
 TRUSTEES OF LEWIS-CLARK STATE COLLEGE  
 BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO  
 STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION  
 TRUSTEES FOR THE IDAHO SCHOOL FOR THE DEAF AND THE BLIND

**DRAFT MINUTES  
 STATE BOARD OF EDUCATION  
 June 17-18, 2009  
 College of Southern Idaho  
 Wood River Campus  
 Wood River High School, Commons  
 950 Fox Acres  
 Hailey, Idaho**

A regular meeting of the State Board of Education was held June 17-18, 2009 in Hailey Idaho.

**Present for the entire meeting were:**

Paul Agidius, President	Richard Westerberg, Vice President
Kenneth Edmunds, Secretary	Rod Lewis
Don Soltman	Tom Luna, State
Superintendent of Public Instruction	
Milford Terrell	

**Wednesday, June 17, 2009**

**EXECUTIVE SESSION**

The Board met for Executive Session at 3:00 p.m. on Wednesday, June 17, 2009 at the Wood River Inn, 603 North Main Street, Hailey, Idaho.

M/S (Westerberg/Terrell): To move into Executive Session pursuant to Idaho Code on Wednesday, June 17, 2009 to consider: (Tab 1) University of Idaho: Pursuant to Idaho Code Section 67-2345(d) and (f), for the purpose of considering documents subject to the attorney-client privilege and exempt from public disclosure and to consider and advise the Board's legal representatives in a matter of probable litigation. (Tab 2) Lewis-Clark State College: Pursuant to Idaho Code Sections 67-2345(1)(d) and (f) for the purpose of considering documents subject to the attorney-client privilege and exempt from public disclosure and to consider and advise the Board's legal representatives in a matter of probable litigation. (Tab 3) State Board of Education: Pursuant to Idaho Code Section 67-2345(1)(b), which permits an executive session for the purposes of evaluating, dismissing, or disciplining of or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student.

During Executive Session, the Board discussed and considered: (1) as Regents for the University of Idaho a matter of probable litigation; (2) as Trustees for Lewis-Clark State College, a matter of probable litigation; and (3) as the Board of Education the Board evaluated its institution presidents and the Board's executive director.

M/S (Westerberg/Terrell): To go out of executive session at 5:30 p.m. and adjourn for the evening. Motion carried unanimously.

### **Thursday, June 18, 2009**

The Board met for regular business on Thursday, June 18, 2009, at the College of Southern Idaho Wood River Campus, Wood River High School, in Hailey, Idaho. Board President Paul Agidius called the meeting to order at 8:35 a.m.

Mr. Agidius thanked Dr. Jerry Beck of CSI, and also the staff of the Blaine County School District and Wood River High School for hosting the meeting. Dr. Beck was invited to make comments. Dr. Beck expressed thanks and appreciation to the staff of CSI and Wood River High School for their efforts in preparing for the Board meeting. He introduced Superintendent Jim Lewis of the Blaine County School District. Mr. Lewis thanked the Board for the opportunity to host the meeting at Wood River High School. He commented that over many years, the school district and the citizens of the Wood River Valley discussed, brainstormed, and planned for the best way to meet the strategic needs of all involved. He noted that the outcome of this collaborative effort is the new high school facility which serves all of the citizens of the area. He encouraged other school districts and colleges to follow the partnership example between the school district, the community, and the College of Southern Idaho because it benefits everyone concerned.

### **BOARDWORK**

#### **1. Agenda Approval**

**M/S (Westerberg/Luna): To approve the agenda as presented with the following amendments: the addition of Tab 15 to the Policy, Planning and Governmental Affairs agenda; the addition of Tab 12 to the Instruction, Research, and Human Affairs agenda; the addition of Tab 3 and 4 to the Business Affairs and Human Resources agenda, section one; and the addition of Tab 19 to the Business Affairs and Human Resources agenda, section two. Furthermore, to pull from the agenda Tab 2 of the Audit Committee agenda, and Tab 15 and 16 of the Business Affairs and Human Resources agenda, section two. And finally, to move Tab 18 of the Business Affairs and Human Resources agenda, section two directly following Tab 2. Motion carried unanimously.**

#### **2. Minutes Approval**

**M/S (Westerberg/Edmunds): To approve the minutes from April 6, 2009; April 16-17, 2009; April 22, 2009; and May 7, 2009 as submitted. Motion carried unanimously.**

#### **3. Rolling Calendar**

**M/S (Westerberg/Luna): To approve June 17-18, 2010, as the date and Eastern Idaho Technical College in Idaho Falls, ID as the location for the June 2010 regularly scheduled Board meeting. Motion carried unanimously**

**CONSENT AGENDA**

**M/S (Soltman/Luna): To approve the Consent agenda as presented. Motion carried unanimously.**

1. BAHR-Section I – Boise State University - Deletions of Positions

**By unanimous consent, the Board approved the request by Boise State for deletion of forty three (43) positions (39.50 FTE).**

2. BAHR-Section I – University of Idaho - New Position & Reactivation of Position

**By unanimous consent, the Board approved the request by the University of Idaho to establish one (1) new position and reactivate two (2) positions (3.0 total FTE) supported by a reallocation of appropriated and non-appropriated funds.**

3. BAHR-Section I – Lewis-Clark State College - New Positions & Deletions of Positions

**By unanimous consent, the Board approved the request by Lewis-Clark State College for one (1) new position supported by reallocation of appropriated funds and fourteen (14) deleted positions.**

4. BAHR-Section I – Eastern Idaho Technical College -- New Position

**By unanimous consent, the Board approved the request by Eastern Idaho Technical College for one (1) new position (1.0 FTE) supported by local funds.**

5. FY 2010 Appropriated Funds Operating Budget

**By unanimous consent, the Board approved the FY 2010 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research/Extension, Health Education and Special Programs, as detailed.**

6. Athletics Actual, Forecast, and Budget Reports

**By unanimous consent, the Board accepted the Intercollegiate Athletics reports as submitted.**

7. IRSA – Quarterly Report: Programs and Changes Approved by Executive Director

**By unanimous consent, the Board accepted the Quarterly Report: Programs and Changes approved by the Executive Director.**

8. PPGAC – Alcohol Permits Issued by University Presidents

**By unanimous consent, the Board accepted the report as submitted.**

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**1. Presidents' Council Report

Dr. Jerry Beck of the College of Southern Idaho reported on behalf of the Presidents' Council (PC). He noted that the PC had met with the Governor in April and communicated concerns to him related to the budget. In addition, Executive Director Mike Rush reviewed the strategic plans with the PC. The PC decided to continue with the Idaho Collaborative Network. The discussion about consortium purchasing in an effort to make better use of resources continued as well. The PC adopted a rotation schedule for the chairmanship of the PC. Dr. Dene Thomas of Lewis-Clark State College will be the chair the next year. The PC looked at possible legislation that it would like to see in 2010.

State Superintendent Luna shared an experience where he encouraged young men at Boys' State to take difficult courses rather than easy courses in the 11<sup>th</sup> and 12<sup>th</sup> grades to prepare for the challenges of college and work. One young man indicated that he had done that with the result that he got lower grades in some of the more difficult courses. The result was his grades and grade point average dropped, and he was ineligible for scholarships he might otherwise have received had he taken easy courses. The young man felt this outcome was a real disincentive to students who were considering taking harder courses in high school. Mr. Luna noted he was bringing this to the attention of the institutions so that they could look at the situation and give serious thought as how to address it.

2. North Idaho College Annual Report

Dr. Priscilla Bell, President of North Idaho College, reported to the Board. She spoke about the future of NIC and its potential to meet the needs of the students, its business partners, and the community in general. Dr. Bell briefly overviewed the history of NIC and noted that the College had recently celebrated its Diamond Jubilee anniversary.

Dr. Bell discussed the impact of budget cuts on NIC. She reported that NIC has experienced a significant increase in enrollment the past few semesters and anticipates an enrollment increase of 44% this coming fall. While this should be good news, she observed that this level of growth is not sustainable because of the limited funds, classroom space, instructors, available seats, and resources.

Dr. Bell summarized NIC's strategic plan and discussed the facilities master plan. She reported that NIC is working collaboratively with other institutions to purchase properties, offer programs, and to put resources into place for the benefit of the students and the community they all serve. NIC is also partnering with three Kootenai County school districts along with the city of Rathdrum, and business and industry to establish a complete campus called K-TEC. This initiative will allow NIC to plan for growth in the decades to come.

### 3. Idaho Public Television (IPTV) Annual Report

Peter Morrill, General Manager of IPTV, reported to the Board. He introduced Tony Ward, the new director of financial affairs at IPTV.

Mr. Morrill overviewed the role and mission of IPTV, and the progress made up to, during, and after the June 12 analog shut-off. He indicated that IPTV has been busily engaged to comply with a federal rule that relates to digital holes in the public television system. IPTV has three years to address the six digital holes in Idaho. The estimated cost of the project is \$740,000. Mr. Morrill reported that IPTV has been aggressive in applying for grants, filing for licenses, and also working on the local match by identifying local funds that are available to them.

Mr. Morrill noted that IPTV will work over the next few years on the mop-up of the digital conversion, funding the strength of the Eastern Idaho translator, putting backup power systems into place, and looking at long-term digital content archiving. All of the old analog equipment will have to be cleaned up, a process that will begin in the FY 2011 budget cycle. Mr. Morrill reported that IPTV is beginning to move its equipment from the Capitol Annex to the basement of the J.R. Williams Building in order to be ready to broadcast Idaho Legislature Live 2010.

On another note, IPTV received seven regional Emmy nominations this past year. It was awarded an Emmy for Outdoors Idaho 25<sup>th</sup> Anniversary presentation. An Edward R. Murrow award was given for the Barbara Morgan No Limits presentation. A new special will be coming out on the recent Special Olympics and also one related to the re-opening of the State Capitol. There will also be a special on Wolves in Idaho that will be broadcast in October 2009.

Board member Edmunds asked about the public television network and how it is tied into and coordinated with the Idaho Education Network (IEN), other infrastructures, and with the community colleges. Mr. Morrill indicated that the IPTV is part of a larger network, but has not been part of the IEN discussions per se. Mr. Luna explained that IPTV and IEN are not redundant systems. He pointed out that IEN is focused on an internet connection for the delivery of courses and is not a television broadcasting system.

### 4. Idaho Digital Learning Academy (IDLA) Annual Report

Donna Hutchinson reported to the Board. She gave a brief history of IDLA and noted that in the past year there was participation from 98% of Idaho's school districts in IDLA. Ms. Hutchinson noted that the number one reason for students taking IDLA courses is scheduling conflicts. Other reasons include courses not being offered by local districts or schools, students desiring to take advanced placement courses or achieve early graduation, or a need to take a foreign language course or recover credits.

Ms. Hutchinson noted that IDLA offered live webinar access statewide last year. That effort was successful and realized significant savings in travel costs statewide. Over 130 webinars were conducted on various topics. All of the webinars are archived on the IDLA website.

IDLA has a number of efforts in place or set to begin in order to support its initiative on school improvement. IDLA also has 250 teachers in their tutors program which serves as a resource for schools that need to enhance student support locally. She also noted that IDLA anticipates 500 students will be taking dual credit AP courses next year. Ms. Hutchinson indicated that the reason online learning appeals to students is because it is innovative and motivating in terms of learning.

Board member Edmunds asked about curriculum development and wondered if IDLA is working with the IEN on that effort. Superintendent Luna clarified for the benefit of the Board that the Idaho Education Network is similar to a freeway or highway that connects every school; it is not a vehicle. The IDLA is a vehicle, and just one of many that will travel on the highway. The longitudinal data system is a vehicle and concurrent courses are another. Mr. Luna noted that there will be many other things yet to be developed which will also travel that highway.

Mr. Luna explained that the funding for planning, developing, and implementing the IEN begins July 1. He noted that he and Ms. Hutchinson both sit on the governing board of IEN, as do representatives of the colleges and universities, business and industry, and other government agencies. Mr. Luna explained that out-loud thinking and postulating has gone on during pre-meeting discussions as folks try to grasp the vision and purpose of the IEN, so it is understandable that there may be some confusion on just what it is. That will be resolved when the actual planning and development process gets underway.

#### 5. Idaho Commission for Libraries Board Appointment

Ann Joslin sent written comments because she was unable to attend the Board meeting. She extended thanks to the Board and noted that on July 1, the Idaho Commission for Libraries will become a self-governing agency. She indicated that it will continue to be an agency focused on education and will provide annual updates to its governing board and the Legislature.

**M/S (Terrell/Westerberg ) To approve the reappointment of Larry Weeks to the Idaho Board of Library Commissioners for a term beginning July 1, 2009 and ending June 30, 2014. Motion carried unanimously.**

#### 6. Senate Joint Resolution 101

Senator Joe Stegnar was introduced to discuss Senate Joint Resolution (SJR) 101 which relates to the University of Idaho charging tuition. Senator Stegnar explained that a constitutional amendment is necessary, and that requires a vote of the people. The passing of SJR 101 moves the question forward for a vote of the people in the next general election.

Senator Stegnar noted that this is an important issue because there is language in Idaho Code that limits the use of fees for instructional purposes. In addition, other institutions in Idaho are able to charge tuition, so it is important to extend that same option to UI. He reiterated that it is best to do that by changing the Idaho Constitution.

**M/S (Terrell/Luna): To endorse SJR 101 of the 2009 Idaho State Legislature and to thank Senator Joe Stegnar and co sponsors Senator Robert Geddes, Representative Scott Bedke, and Representative Lawrence Denney for their efforts on behalf of the University of Idaho. Motion carried unanimously.**

Stephen Daley-Laursen of the University of Idaho thanked the Senator Stegnar, the Idaho Legislature, and all those involved in the effort.

7. 2010 Legislative Ideas

**M/S (Terrell/Edmunds): To approve all six (6) legislative ideas as submitted and to direct staff to submit proposals through the Governor's legislative process.**

**Substitute M/S (Lewis/Westerberg): To direct Board staff to submit proposals with specific language yet to be determined relating to the six topic areas presented in the Board book and to submit proposals through the Governor's legislative process. Motion carried unanimously.**

Board member Lewis raised a concern about the idea pertaining to Board Powers. There was discussion about the purpose of this idea and how best to word it to avoid confusion or a misinterpretation. Executive Director Rush explained that this idea, along with the others being presented, is only the initial step in a process of notifying the Governor of possible legislation that the Board might forward in 2010. If the Board decides to move ahead with the concept, considerable time and attention will be given to fleshing out the concept, crafting the language, and specifying the intent of the legislation. In the end, the Board will have final approval over everything.

Board member Lewis indicated that if the Board is directing staff to develop legislation related to these topics, he is okay with that. He is uncomfortable if the intent is to take what is in the Board agenda materials to the Legislature. Executive Director Rush reiterated that idea that is initially submitted to the Governor's office is often vague because it is simply a concept. As far as the final details, the Board has yet to decide on that. At this point the Board just needs to notify the Governor of its intent to submit legislation.

There was discussion about the process for Board members to bring forward legislative ideas in the future. Mr. Westerberg indicated that the full Board should be given an opportunity to consider and opine on legislative issues. There was also discussion about how the Department of Education might inform the Board of legislation it is forwarding each year. Executive Director Rush noted that the Board's master calendar shows the times when various items come up. He will make sure that the Board is made aware of the master calendar. He also pointed out that as an elected official, Mr. Luna is able to bring forward any legislation he desires without getting approval from the Governor, though there may be some things that do require follow up by the Board.

Board member Lewis asked about the Board's constitutional authority. He also suggested that the Board request SDE to provide notice to the Board of any legislative action it intends to put forward so that, at a minimum, the Board is able to endorse or comment on the legislation.

Board member Lewis referenced the idea related to spousal accommodations and emphasized that guidelines need to exist to ensure that conflicts or misconceptions do not arise. Executive Director Rush indicated that the guidelines would be included in Board policy.

8. Temporary Proposed Rule 08-0104

**M/S (Terrell/Westerberg): To approve the Temporary and Proposed rule governing Residency Classification, IDAPA 08.01.04., effective June 18, 2009, as submitted. Motion carried unanimously.**

9. Idaho State University – Pre-game Alcohol Waiver



**M/S (Terrell/Westerberg): To approve the request by Idaho State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2009 home football season. The conditions are as follows in items 1-12:**

- 1. A secured area surrounded by a fence to control access to and from the area.**
- 2. Three-hour duration, ending at kick-off.**
- 3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.**
- 4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.**
- 5. Companies involved in the pre-game location will be sent a letter outlining the pre-game location and the SBOE alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated persons.**
- 6. One entry/exit point, which will be manned by security personnel.**
- 7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.**
- 8. Security personnel will not allow patrons to exit the area with alcoholic beverages.**
- 9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of \$2,000,000 and to make sure that the proper permits and licenses are obtained.**
- 10. The area is for sponsors to entertain clients/guests for the Fall 2009 home football games, including the sales and service of alcohol.**
- 11. A review of the 2009 events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.**
- 12. The layout will be as presented in the diagram provided by ISU.**

Board member Lewis pointed out that item four needs to clarify that it applies to those of drinking age. He emphasized that this needs to be clearly identified in all of the alcohol waiver motions. Board member Terrell, as the motion maker, agreed to those changes in the motion. It was noted that there were no violations last year.

10. University of Idaho – Pre-game Alcohol Waiver

**M/S (Terrell/Soltman ): To approve the request by the University of Idaho to establish secure areas for the purpose of allowing the above specified pre-game activities (Vandal Game Day, Corporate Tent Area, and President’s Circle Pre-Game Function) for the 2009 home football season, such events to be in compliance with Board policy section I.J. and the following conditions as noted in items 1-11:**

- 1. The service area shall be secure, surrounded by a fence to control access to and from the area.**
- 2. The pre-game events shall be limited to four hours, ending at kick-off.**
- 3. Alcohol making or distributing companies may not sponsor the activities or tents.**
- 4. UI shall use a color-coded wrist band or pass admission system to identify attendees and invited guests, and to differentiate people of drinking age.**
- 5. UI shall send companies sponsoring a corporate tent a letter outlining the Board alcohol policy and further conditions set by the Board. The letter will state that the**

minimum drinking age in Idaho is 21 and that at no time may they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

6. There must be no more than two entry points, each manned by security personnel, for the secure area.

7. Security personnel shall be located throughout the secure service to monitor use of wristbands, patron behavior, and entrance and exit.

8. No person may exit the secure area with alcoholic beverages.

9. Tent sponsors shall insure and indemnify the State of Idaho, the State Board of Education and Board of Regents of the University of Idaho and the University of Idaho for a minimum of \$2,000,000, and shall obtain the proper permits and licenses.

10. The area is for sponsors to entertain clients/guests for the fall of 2009 home football games, including the sales and service of alcohol.

11. This exception is only for the 2009 football season; the University shall bring the matter back to the Board after the conclusion of the 2009 football season for reconsideration for 2010.

It was clarified that at the University of Idaho persons not of legal drinking age are allowed into some areas and the wrist band concept is used to differentiate the two groups. Lloyd Mues of the University of Idaho explained that this is the same language and wording used in past years on the waiver request. The motion maker concurred with the changes to item four to include mention that color-coded wrist bands are used to differentiate people of drinking age. It was noted that there were no violations last year.

#### 11. Boise State University – Pre-game Alcohol Waiver – Caven Williams Sports Complex

**M/S (Terrell/Edmunds):** To approve the request by Boise State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2009 home football season. The conditions are as follows in items 1-12:

1. The patio will be secured (outside patio, surrounded by a fence) to control access to and from the area.

2. Three hour duration, ending at kick-off.

3. The Boise State campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.

4. No alcohol making or distributing companies may be allowed to sponsor the event.

5. A color-coded wrist band or pass admission system that would identify attendees and invited guests will be in place. No one under legal drinking age will be admitted.

6. Companies involved in the tent village would be sent a letter outlining the tent village/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

7. There will be two entry points manned by security personnel.

8. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.

9. Security personnel will not allow patrons to exit or enter the area with any beverages.

10. Tent sponsors will be required to indemnify the State of Idaho, the State Board of Education and Boise State University. In addition, the official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and

Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.

11. The area is for sponsors to entertain clients/guests for the fall 2009 home football games, including the sales and service of alcohol.

12. A request will be brought back to the Board after the conclusion of the 2009 season for reconsideration for 2010.

Boise State will abide by all terms and conditions of the Board's existing alcohol policy.  
Motion carried unanimously.

The Board directed Board staff to clarify the intent of the language in the alcohol waivers related to who is admitted to the areas where alcohol is served and how they are monitored and identified in all of these motions. It was agreed that BSU will specify that the official food sponsor is the sole provider of alcohol. It was noted that there were no violations last year.

12. Boise State University – Pre-game Alcohol Waiver – Stueckle Sky Center

**M/S (Terrell/Westerberg): To approve the request by Boise State University to allow the sale of alcohol in the Sky Center during home games and the Humanitarian Bowl on an ongoing basis and under the following conditions as noted in items 1-12:**

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.

2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.

3. The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.

4. Two entry points at the North and South Elevator Towers will be manned by security personnel.

5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.

6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.

7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.

8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of \$2,000,000, and to make sure the proper permits and licenses are obtained.

10. No alcohol making or distributing companies may be allowed to sponsor the activities.

11. Boise State University will consider further measures to assure underage drinking does not take place in the Sky Center and to define how the Sky Center is monitored and secured to that end.

12. Boise State will bring this back to the Board for review of the alcohol service during home games in 2010.

BSU confirmed that the official food sponsor is the sole provider of alcohol. It was noted that there were no violations last year.

### 13. IPEDS Data Reports

Tracie Bent of the Board office updated the Board on this item. Board President Agidius indicated that the Board would like to explore the type of data it would like to have. Ms. Bent explained that it is possible to pull out select data. It was noted that the time required to compile and input financial data causes data to be out-of-date when it appears in IPEDS. She noted that it is possible to collect more timely local data for the Board by other means.

### 14. Strategic Plans – Supplemental Report

Board member Westerberg reported that this supplemental information came as a result of the request made by the Board previously. He thanked the agencies and institutions for their follow up. Board member Edmunds asked if a time had been set for the Board to meet with the institutions for a brainstorming meeting. It was noted that such a meeting will be scheduled for a later date. Mr. Edmunds suggested that the relevancy and the age of the data in IPEDS be discussed.

Board member Lewis pointed out that in the strategic planning supplemental reports several references to excellence appear. He encouraged the institutions and agencies continue to identify measures that can actually be measured and that tie tightly to the goal.

### 15. Board Policy Change – Authorization

**M/S (Luna/Edmunds): To authorize the Executive Director to make changes as necessary removing all references to the Idaho Historical Society, the Idaho Commission for Libraries, and the Idaho School for the Deaf and Blind; include the renumbering of sections as necessary. Motion carried unanimously.**

Board member Edmunds asked for clarification as to how the Idaho School for the Deaf and the Blind will operate. Mr. Luna noted that attorneys are working to resolve that issue.

## **INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**

### 1. EPSCoR Summary Report

Doug Baker of UI introduced Greg Bohach to report to the Board. Mr. Bohach is the Director of EPSCoR. He discussed the current EPSCoR activities including the partnership with the Department of Energy. He pointed out that the list of eligible states changes as circumstances change. Mr. Bohach reviewed data that ranks states and noted Idaho made significant advances in that regard.

Board member Edmunds thanked Mr. Bohach for his presentation. He noted that the Board will be responsible to appoint new members to the committee. Mr. Bohach mentioned the upcoming meetings that are on the calendar and if Board members are interested in attending, Idaho EPSCoR may be able to help with the costs.

Board member Terrell asked that the Board be provided with the electronic version of the presentation. He asked that the Board's Executive Committee review where the Board is with EPSCoR is at this time and to update the full Board in the future. Board member Lewis asked to

see the list of current projects. Mr. Bohach noted that list is available on the website, but he will also provide the Board with a written list. He explained that the current grant runs through 2013.

2. Northern Idaho Consortium for Higher Education (NICHE) Local Operations Committee – Summary Report

President Priscilla Bell was introduced to present this report. She noted that the presentation was provided to the Board in the agenda materials. She emphasized this coalition is an effective way for the institutions to work together with business and industry. Mr. Luna asked about the involvement of this group with professional-technical education (PTE) efforts in the three school districts and NIC.

3. Idaho Comprehensive Literacy Assessment Report

Dr. Dale Bower of the Board staff presented this report. Mr. Edmunds noted that the number of students who are taking the test has decreased. Dr. Bower indicated that has much to do with the current economy as well as needs in various areas. Mr. Luna observed that this is indicative of what has been going on over the past years where there is more and more of a teacher shortage, and fewer and fewer people pursuing a teaching career. He emphasized that there are alternative routes in place to help meet the need.

4. Idaho State University – Approval of Notice of Intent: New Administrative Unit – Department of Medicine and Surgery

**M/S (Edmunds/Terrell): To refer the consideration of the Notice of Intent from Idaho State University to create a new Department of Medicine until the Medical Education subcommittee presents its findings. Motion carried unanimously.**

Dr. Vailas of ISU presented this item to the Board.

5. PULLED

6. University of Idaho – Change to the Constitution of the University Faculty

**M/S (Edmunds/Terrell): To approve revisions to the Constitution of the Faculty of the University of Idaho as set forth in the materials presented to the Board. Motion carried unanimously.**

Provost Doug Baker presented this item. He briefly discussed the proposed changes to the Constitution of the University of Idaho Faculty. It will more broadly represent faculty around the state and also allow them to vote and participate via electronic medium.

7. Approval of Higher Education Research Council (HERC) FY 2010 Budget

**M/S (Edmunds/Westerberg): To approve the FY 2010 HERC Budget Allocation as presented. Motion carried unanimously.**

Board member Edmunds presented this item.

8. Idaho Technology Incentive Grant Program FY 2010 Award

**M/S (Edmunds/Soltman): To approve funding of review committee recommended projects under the Idaho Technology Incentive Grant Program for FY2010 totaling \$1,275,600 as submitted.**

Board member Edmunds presented this item. Board member Terrell reported that the Idaho Technology Incentive Grant review committee had received a number of proposals which were carefully evaluated. He pointed out that the caliber of the proposals was greatly improved. Mr. Edmunds noted that a number of the projects are to promote online learning. He explained that Dr. Bower of the Board office will follow up to determine the outcomes of these projects.

9. First Reading – Proposed Amendment to Board Policy III.Y. Advanced Opportunities, Idaho Standards

**M/S (Edmunds/Soltman): To approve the first reading of the proposed amendments to Board Policy III.Y. Advanced Opportunities. Motion carried unanimously.**

Dr. Bower presented this item. She noted the amendments had to do with revising the definition of full-time student.

10. Distribution of \$500,000 for Advanced Opportunities Training

**M/S (Edmunds/Soltman): To approve the distribution plan to allocate \$500,000 to Idaho's LEA's for teacher/administrator training to increase the effectiveness of providing advanced learning opportunities for students. Motion carried unanimously.**

Board member Edmunds presented this item.

11. One Year Contract Renewal with Questar Assessment, Inc., for Idaho English Language Assessment (IELA)

**M/S (Edmunds/Soltman): To approve a one-year contract extension with Questar Assessment, Inc. at a cost of \$595,093. Motion carried unanimously.**

12. Idaho Accountability Workbook

**M/S (Edmunds/Luna): To approve the proposed amendments to the State of Idaho Consolidated State Application Accountability Workbook as submitted. Motion carried unanimously.**

State Superintendent Luna indicated that this will move Idaho towards a growth model in determining Annual Yearly Progress which will allow schools to receive credit for growth. He emphasized that while this has been added, the bar has also been raised on proficiency.

## **AUDIT COMMITTEE**

1. Eastern Idaho Technical College – Foundation Operating Agreement

**M/S (Lewis/Edmunds): to approve the Memorandum of Understanding between the Eastern Idaho Technical College Foundation and Eastern Idaho Technical College, and to recognize the Eastern Idaho Technical College Foundation as an affiliated foundation to benefit Eastern Idaho Technical College. Motion carried unanimously.**

2. PULLED**BUSINESS AFFAIRS AND HUMAN RESOURCES – Section I Human Resources**1. Idaho State University – Head Men’s Basketball Coach Contract

**M/S (Westerberg/Edmunds): To approve the request by Idaho State University for a multi-year employment agreement as submitted for Joe O’Brien, Head Men’s Basketball Coach (1.0 FTE). Motion carried unanimously.**

2. University of Idaho – Head Women’s Basketball Coach Contract

**M/S (Westerberg/Terrell): To approve the request by the University of Idaho for a multi-year employment contract as submitted for Jon Newlee, Head Women’s Basketball Coach. Motion carried unanimously.**

Kent Nelson and Lloyd Mues of UI provided clarification to the Board on this item regarding supplemental compensation and the actual Academic Progress Rate. A vote on this motion was briefly deferred in order to allow time for UI to make the calculations. The motion was restated by Westerberg. It carried unanimously.

3. Second Reading – Board Policy I.E., Executive Officers

**M/S (Westerberg/Terrell): To approve the second reading of the amendment to Board Policy I.E., Executive Officers as revised to retain the original language restricting the use of funds for supplemental compensation from affiliate institution foundations or other sources in sections I.E.1.c.(i) and I.E. 3.d. Motion carried unanimously.**

The motion makers agreed to include the language “or other sources” in the motion.

Mr. Westerberg indicated that it was important to be able to offer multi-year contracts in order to recruit and compensate institution presidents. He noted that he is not in favor of using foundation funds, as a matter of practice, to compensate presidents. It was pointed out that it is possible for the Board to waive the policy when deemed appropriate to do so.

4. Presidential Compensation

This item was deferred until later in the meeting.

**BUSINESS AFFAIRS AND HUMAN RESOURCES – Section II – Finance**1. FY 2011 Line Item Requests

**By unanimous consent, the Board agreed to move ahead with the project and have staff prioritize items in the way that seems most reasonable.**

Board member Westerberg presented this item. Executive Director Rush explained that the Critical Needs category had to do with the changes that resulted from the use of stimulus funds. It was noted that if the total shortfall amount can’t be replaced, specific cuts will need to be identified. Those specific have yet to be identified. Board member Westerberg pointed out that

the specific details will be provided at the August meeting. This item serves to give notice to the institutions so they can have the necessary discussions on their campuses in order to prepare. It is a preliminary step in the process.

In the discussion of the various line items, Mr. Westerberg referenced the One-Time Unique items. Board member Edmunds raised the point that some of the One-Time Unique items are specific and some are generic. Board President Agidius explained that the list gives the Legislature the information they have asked for as to what the institutions see as their needs. Mr. Westerberg observed that there is not much likelihood of there being sufficient money for the Legislature to even consider the one-time items this term. Board member Edmunds expressed a desire to have the items prioritized. The Board agreed, by unanimous consent, for Board staff work on this item.

At this time the Board returned to item four of Business Affairs and Human Resources – Section I agenda, Presidential Compensation.

#### **4. Presidential Compensation**

**M/S (Westerberg/Soltman): To approve the waiver by the State Board of Education of II.G.6.i., pertaining to the granting of tenure to institutional presidents for Dr. Robert Kustra as President of Boise State University and the waiver of I.E.2.e., pertaining to the receipt of supplemental compensation from an affiliated institutional foundation for Dr. Robert Kustra and Dr. Art Vailas. Motion carried unanimously.**

**M/S (Westerberg/Edmunds): To approve the annual salary for Dr. Robert Kustra as President of Boise State University effective July 1, 2009 in the amount of \$336,410 (comprised of \$299,410 in institutional funds, and \$37,000, plus such additional amount required for benefits, in supplemental compensation to be provided by the BSU Foundation), and to direct staff to prepare an employment agreement with Dr. Kustra for a three (3) year term and containing employment terms and conditions, for future consideration by the Board. Motion carried 6-1 (Luna voted Nay).**

**M/S (Westerberg/Terrell): To approve the annual salary for Dr. Art Vailas as President of Idaho State University effective July 1, 2009, in the amount of \$323,650 (comprised of \$286,650 in institutional funds, and \$37,000, plus such additional amount required for benefits in supplemental compensation to be provided by the ISU Foundation), and to direct staff to prepare an employment agreement with Dr. Vailas for a three (3) year term and containing employment terms and conditions, for future consideration by the Board. Motion carried 6-1 (Luna voted Nay).**

**M/S (Westerberg/Terrell): To approve the annual salary for Dr. Dene Thomas as President of Lewis-Clark State College effective July 1, 2009, in the amount of \$162,654, and to direct staff to prepare of employment agreement with Dr. Thomas for a three (3) year term and containing employment terms and conditions, for future consideration by the Board. Motion carried 6-1 (Luna voted Nay).**

**M/S (Westerberg/Terrell): To approve the annual salary for Burton L. Waite as President of Eastern Idaho Technical College effective July 1, 2009, at an annual salary of \$115,000, and to direct staff to prepare an employment agreement with Mr. Waite for a one (1) year**



term and containing employment terms and conditions, for future consideration by the Board. Motion carried unanimously.

**M/S (Westerberg/Edmunds): To approve the annual salary for Mike Rush as Executive Director of the Idaho State Board of Education effective July 1, 2009, at an annual salary of \$110,011.12, and to direct staff to prepare an employment agreement with Dr. Rush for a one (1) year term and containing employment terms and conditions, for future consideration by the Board. Motion carried unanimously.**

Mr. Luna indicated that he will vote against certain compensation packages for the presidents because people throughout the state, who also deserve increased compensation, are actually seeing their salaries cut or eliminated.

At this time the Board returned to the Business Affairs and Human Resources – Section II agenda.

## 2. Student Health Insurance Rates

**M/S (Westerberg/Soltman): To approve Boise State University's request to approve the 2009/2010 student health insurance premiums, and to permanently delegate to the executive officer the approval of these rates. Motion carried unanimously.**

**M/S (Westerberg/Terrell): To approve Idaho State University's request to approve the 2009/2010 student health insurance premiums, and to permanently delegate to the executive officer the approval of these rates. Motion carried unanimously.**

**M/S (Westerberg/Luna): To approve Lewis-Clark State College's request to approve the 2009/2010 student health insurance premiums, and to permanently delegate to the executive officer the approval of these rates. Motion carried unanimously.**

Board member Westerberg presented this item.

At this time the Board moved to item 18 of the agenda.

## 18. Room and Board Rates (MOVED to after item 2)

**M/S (Westerberg/Terrell): To ratify the Room and Board rates approved by each of the institution's presidents for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College as shown in the respective tabs, and to delegate to the institution presidents the authority to approve these rates. In the future, these reports will be submitted to the Office of the State Board of Education and made available to the Board on request. Motion carried unanimously.**

## 3. NCAA Academic Progress Rate (APR) Reports

Board member Westerberg presented this informational item.

## 4. Identify Theft (Red Flag) Policies

**M/S (Westerberg/Edmunds): To approve the requests by Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College to adopt each institution's written Identity Theft Prevention Program and to delegate to each institution's Vice President for Financial Administration further responsibility. Motion carried unanimously.**

5. Boise State University – Memorandum of Understanding and Ground Lease with American Campus Communities

**M/S (Westerberg/Luna): To approve the request by Boise State University to enter into a Memorandum of Understanding for a multi-phase student housing project with American Campus Communities and to approve the Summary of Ground Lease Terms in substantially the same form as the attached lease, and to authorize the Financial Vice President to execute all necessary related documents. The final ground lease will be brought to the Board for final approval prior to execution. Motion carried 5-0 (Agidius absent during vote; Terrell exempted himself from the discussion and vote on this item as he has an interest in the project.)**

**It was stipulated that the motion included the presumption that BSU will negotiate a cap on the 3%. The Board agreed to that stipulation by unanimous consent.**

Board member Edmunds raised a concern that the MOU would create a binding effect or in some way limit the Board's ability in the future. Stacy Pearson of BSU indicated that University took great care in crafting the MOU to make sure it didn't cause future issues. The MOU lays out the responsibility for each party if they can't agree on how to move forward. Board member Lewis asked if the reimbursable costs are set, or is there a possibility that they could be higher. Kevin Satterlee of BSU indicated that they are set in the preliminary budget. Mr. Lewis expressed concern that these are high development costs. Kevin Satterlee noted that the MOU shows the scope of the project. Representatives in the audience from American Campus Communities agreed that it is possible to state the limit. The cap will be 3% of the Phase I costs.

6. Boise State University – Lease Agreement with College of Western Idaho

**M/S (Westerberg/Luna): To approve the request by Boise State University to enter into the lease agreement, as submitted, with the College of Western Idaho. Motion carried 6-0 (Terrell absent during the vote).**

7. Boise State University – Park and Ride Agreement with College of Western Idaho

**M/S (Westerberg/Luna): To approve the request by Boise State University to enter into the Memorandum of Agreement relating to bond financing of the parking lot on the Nampa campus and provision of a park-and-ride system with the College of Western Idaho. Motion carried 6-0 (Terrell absent during vote).**

8. University of Idaho – Fire Alarm Improvements to Wallace Complex

**M/S (Westerberg/Soltman): To authorize the University of Idaho to proceed with the planning and design phases only of a Capital Project for the Wallace Residence Center Fire Detection, Alarm and Suppressions System Improvements, at a cost not to exceed \$75,000, to be funded from University housing reserves. Authorization includes the**

**authority to execute all necessary and requisite contracts to implement the planning and design phase of the project. Motion carried 6-0 (Terrell absent during vote).**

Board member Soltman asked if the institutions are required to go out for bid. Lloyd Mues indicated that UI will go out for bid on this project because it is something the University is not equipped to do.

9. University of Idaho – Faculty/Staff Handbook Revisions

**M/S (Westerberg/Edmunds): To approve the request by the University of Idaho to amend the Faculty Staff Handbook section 5300 in substantial conformance to the amendments submitted to the Board in Attachment 1. Motion carried 6-0 (Terrell absent during the vote).**

10. University of Idaho – Renovation of Niccolls Building

**M/S (Westerberg/Edmunds): To authorize the University of Idaho to proceed with planning and design for the renovations and improvements of the Niccolls Family and Consumer Sciences Building, at a cost not to exceed \$125,000, to be funded with gift funds. Authorization includes the authority to execute all necessary and requisite contracts to implement the planning and design phase of the project. Motion carried 6-0 (Terrell absent during the vote).**

11. University of Idaho – Building Management Contract – Idaho Water Center

**M/S (Westerberg/Edmunds): To approve the Management Agreement for building management services at the Idaho Water Center between University of Idaho and Colliers Paragon, LLC, in substantial conformance to the form submitted to the Board in Attachment 1. Motion carried 5-0 (Terrell and Luna absent during vote).**

12. University of Idaho – Idaho Alumni Association of Alpha gamma Rho, Inc., Purchase of TKE House

**M/S (Westerberg/Soltman): To approve the sale of improvements and personal property and to approve the ground lease related to the real property owned by the University located at 745 Nez Perce Drive, Moscow, Idaho, to the Idaho Alumni Association of Alpha Gamma Rho, Inc., and to authorize the University's Vice President for Finance and Administration to execute the purchase agreement, ground lease, and related transactional documents in substantial consistency with the drafts submitted as part of this request. Motion carried 6-0 (Terrell absent during vote).**

13. University of Idaho – Paradise Creek Realignment with Corp of Engineers

**M/S (Westerberg/Edmunds): To approve the Paradise Creek Ecosystem Restoration Project at a cost not to exceed \$6,691,000, of which the total commitment by the University of Idaho shall not exceed \$2,342,000, comprised of \$169,000 of in-kind contributions and the long-term land commitment of \$2,173,000, and to approve the agreement between the University of Idaho and the Department of the Army Corps of Engineers in substantial conformance to the form submitted to the Board in Attachment 2, and to authorize the University Vice President for Finance to execute all other necessary and requisite agreements to complete the Project as described herein. Motion carried 6-0 (Terrell absent during vote).**

Lloyd Mues explained this item and noted that the University will continue to own the property.

14. University of Idaho – Settlement Agreement

**M/S (Westerberg/Soltman): To approve the settlement of the legal matter discussed in executive session and to authorize the Vice President of Finance at the University of Idaho to sign all necessary settlement documents. Motion carried 6-0 (Terrell absent during the vote).**

15. Lewis-Clark State College – Property Sale – Rental Apartments

**M/S (Westerberg/Luna): To approve the request by Lewis-Clark State College to sell the property (six-plex) apartments located at 619-627 6th St., and 601 7th Ave., Lewiston, Idaho, for not less than \$74,000 or appraisal amount, whichever is greater, and to delegate to the Financial Vice President for Lewis-Clark State College to execute all necessary documents to complete the transaction. Motion carried 6-0 (Terrell absent during vote).**

16. PULLED17. PULLED18. Room and Board Rates (MOVED up on the agenda to follow item 2)19. Proposed Lease Agreement

**M/S (Westerberg/Soltman): To approve the lease agreement, as submitted, with the Idaho School for the Deaf and the Blind/Idaho Bureau of Educational Services for the Deaf and the Blind. Motion carried 6-0 (Terrell absent during vote).**

**DEPARTMENT OF EDUCATION**1. Superintendent's Update

State Superintendent Luna asked to have the Department of Education placed first on the August Board agenda in order to allow sufficient time for presentations. He noted that SDE has hired Carissa Miller to be its Assessment Director starting in July.

2. Temporary and Proposed Rule – IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporated by Reference And 08.02.02.230, Rules Governing Uniformity, Driver Education

**M/S (Luna/Terrell): To approve the Idaho Operating Procedures for Public Driver Education Programs. Motion carried unanimously.**

**M/S (Luna/Terrell): To approve the temporary and proposed rule change to IDAPA 08.02.02.004 and 08.02.02.230, Rules Governing Uniformity. Motion carried unanimously.**

3. Temporary Rule – IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporated by Reference

**M/S (Luna/Terrell): To approve the Proficiency Level Cut Scores and Performance Level Descriptors for the Idaho Alternate Assessment Science for grades 5, 7, and 10 and to incorporate them into the Alternate Achievement Standards for the Idaho Comprehensive Assessment system. Motion carried unanimously.**

Board member Lewis noted that the provisions here rest on the definition of disabilities. Mr. Luna indicated that he is comfortable that this rule will meet the intent of that definition.

**M/S (Luna/Edmunds): To approve the temporary rule IDAPA 08.02.03.004, Rules Governing Thoroughness, Incorporation by Reference. Motion carried unanimously.**

4. Proposed Rule – IDAPA 08.02.03.170, Rules Governing Thoroughness, Middle Level Credit Requirements

**M/S (Luna/Soltman): To approve the proposed rule IDAPA 08.02.03.107, Rules Governing Thoroughness, Middle Level Credit Requirements as submitted. Motion carried unanimously.**

5. Creation of a State Board Subcommittee to Review Restructuring Plans

**M/S (Luna/Westerberg): To approve the request by the State Department of Education for the State Board of Education to appoint a subcommittee to review restructuring plans. Motion carried unanimously.**

Mr. Luna explained that restructuring is required under No Child Left Behind if a school does not meet AYP for two years in a row. Mr. Luna suggested the Board should be able to review restructuring plans. A standing committee could be used as needed. Executive Director Rush indicated that the final recommendation for restructuring would have to come to the Board for approval.

6. Idaho State Accreditation Report

**M/S (Luna/Terrell): To approve the request by the Northwest Association of Accredited Schools to approve the 2008-2009 Accreditation Summary Report of Idaho Schools as submitted. Motion carried unanimously.**

7. Appointments to the Professional Standards Commission

**M/S (Luna/Terrell ): To approve Karen Pyron as a member of the Professional Standards Commission for a term of three years representing elementary school principals. Motion carried unanimously.**

**M/S (Luna/Soltman): To approve Christine Rood as a member of the Professional Standards Commission for a term of three years representing private higher education. Motion carried unanimously.**

It was clarified that the person representing Private Higher Education serves on a rotating basis.

8. Request for Waiver of 103% Student Transportation Funding Cap for Garden Valley School District

**M/S (Luna/Terrell): To approve the requests for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2009, for the following school districts: Plummer Worley School District at a new cap percentage rate of 115.5%; Garden Valley School District at a new cap percentage rate of 143%; Orofino School District at a new cap percentage rate of 112%; Moscow School District at a new cap percentage rate of 109.6%; Lapwai School District at a new cap percentage rate of 117.3%; Kellogg School District at a new cap percentage rate of 109%; and Wallace School District at a new cap percentage rate 117.3. Motion carried unanimously.**

State Superintendent Luna explained that 19 districts had applied for waivers; seven have been brought forward to the Board. It was explained that the Department of Education transportation staff carefully reviewed and thoroughly studied each request. Department staff are confident that these seven districts meet the standards. It was agreed to merge all seven into a single motion.

9. Request for Waiver of 103% Student Transportation Funding Cap for Kellogg School District

**Refer to item 8.**

10. Request for Waiver of 103% Student Transportation Funding Cap for Lapwai School District

**Refer to item 8.**

11. Request for Waiver of 103% Student Transportation Funding Cap for Moscow School District

**Refer to item 8.**

12. Request for Waiver of 103% Student Transportation Funding Cap for Orofino School District

**Refer to item 8.**

13. Request for Waiver of 103% Student Transportation Funding Cap for Plummer/Worley School District

**Refer to item 8.**

14. Request for Waiver of 103% Student Transportation Funding Cap for Wallace School District

**Refer to item 8.**

15. Requests to Transport Students Less Than One and One-Half Miles/Safety Busing

**M/S (Luna/Terrell): To approve the requests by one hundred school districts and twelve charter schools for Approval to Transport Students Less than One and One-half Miles. Motion carried unanimously.**

16. Adjusted Trustee Zones for Arbon Elementary School District

**M/S (Luna/Edmunds): To approve the adjusted trustee zones for the Arbon Elementary School District as submitted. Motion carried unanimously.**

**OTHER BUSINESS**

The being no further business, the Board entertained a motion to adjourn.

**M/S (Terrell/Soltman): To adjourn at 3:30 p.m. Motion carried unanimously.**

**CONSENT AGENDA  
AUGUST 20, 2009**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BAHR-SECTION I BOISE STATE UNIVERSITY</b> Deletions of Positions	Motion to approve
2	<b>BAHR-SECTION I IDAHO STATE UNIVERSITY</b> New Position & Change to Position	Motion to approve
3	<b>PPGAC – ALCOHOL PERMITS ISSUED BY UNIVERSITY PRESIDENTS</b>	Information item



**CONSENT AGENDA  
AUGUST 20, 2009**

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**CONSENT AGENDA  
AUGUST 20, 2009**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Deletion of positions

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.

**BACKGROUND/DISCUSSION**

Boise State University requests approval to:

- Delete one (1) professional staff position (1.0 FTE) supported by local funds.
- Delete the following Selland College of Applied Technology positions due to the establishment of the College of Western Idaho:
  - Seventy two (72) faculty positions (72.0 FTE) supported by local funds.
  - Twenty seven (27) professional staff positions (26.68 FTE) supported by local funds; delete fifteen (15) professional staff positions (15.0 FTE) supported by grant funds; and delete three (3) professional staff positions (3.0 FTE) supported by local and grant funds.
  - Twenty seven (27) classified staff positions (26.21 FTE) supported by local funds; delete four (4) classified staff positions (3.8 FTE) supported by grant funds; delete one (1) classified staff position (1.0 FTE) supported by appropriated, local and grant funds; delete one (1) classified staff position (1.0 FTE) supported by appropriated and grant funds; and delete five (5) classified staff positions (5.0 FTE) supported by local and grant funds.

**IMPACT**

Once approved, the positions can be processed in the State Employee Information System.

**ATTACHMENTS**

Selland College Position List

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by Boise State for deletion of 156 positions: one (1) professional staff position (1.0 FTE) and one hundred fifty five (155) positions (153.69 FTE) from the Selland College of Applied Technology.

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

**CONSENT AGENDA  
AUGUST 20, 2009**

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**DELETED POSITIONS**

Position Title	Director, Sponsored Projects Accounting
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2009
Salary Range	\$80,018
Funding Source	Local
New or Reallocation	n/a
Area/Department of Assignment	Controller's Office
Duties and Responsibilities	Direct the Sponsored Projects Accounting office which handles most post award functions including post award compliance training on sponsored projects.
Justification of Position	Delete position due to reorganization/transfer of Sponsored Projects Accounting to Research Administration.
Position Title	Various- See Attached Addendum
Type of Position	Various- See Attached Addendum
FTE	Various- See Attached Addendum
Term of Appointment	Various- See Attached Addendum
Effective Date	8/23/2009
Salary Range	Various- See Attached Addendum
Funding Source	Various- See Attached Addendum
New or Reallocation	n/a
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Various- See Attached Addendum
Justification of Position	Delete Selland College of Applied Technology positions. Functions transferred to the College of Western Idaho.

Boise State University  
Positions Deleted from  
Selland College of Applied Technology  
due to establishment of  
the College of Western Idaho

ATTACHMENT-Addendum to August, 2009  
State Board of Education Agenda

Position Title	Type of Position	FTE	Term of Appointment	Salary	Fund Source	New or Reallocation	Area/Department of Assignment
Dean/Senior Instructor	Faculty	1.00	12 Months	\$120,391	Local	n/a	Applied Technology Administration
Grants Writer/Assistant Professor	Faculty	1.00	12 Months	\$62,920	Local	n/a	Center for Workforce Training
Standard Instructor/Program Head	Faculty	1.00	9 Months	\$51,751	Local	n/a	College of Applied Technology
Manager/Advanced Instructor	Faculty	1.00	12 Months	\$67,850	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$46,364	Local	n/a	College of Applied Technology
Advanced Instructor/Program Head	Faculty	1.00	9 Months	\$52,479	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$45,510	Local	n/a	Industrial Technology
Interim Instructor	Faculty	1.00	12 Months	\$55,994	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	11 Months	\$59,904	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$55,412	Local	n/a	College of Applied Technology
Standard Instructor/Program Head	Faculty	1.00	9 Months	\$46,884	Local	n/a	College of Applied Technology
Advanced Instructor/Program Head	Faculty	1.00	9 Months	\$51,460	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$49,380	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$57,346	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$54,642	Local	n/a	College of Applied Technology
Advanced Instructor/Program Head	Faculty	1.00	9 Months	\$48,194	Local	n/a	College of Applied Technology
Advanced Instructor	Faculty	1.00	9 Months	\$50,919	Local	n/a	College of Applied Technology
Manager/Senior Instructor	Faculty	1.00	12 Months	\$63,919	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$59,696	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$50,004	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$58,511	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$52,229	Local	n/a	College of Applied Technology
Advanced Instructor/Program Head	Faculty	1.00	9 Months	\$48,215	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$56,306	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$58,594	Local	n/a	College of Applied Technology
Interim Instructor/Program Head	Faculty	1.00	9 Months	\$42,037	Local	n/a	Canyon County Center
Advanced Instructor	Faculty	1.00	9 Months	\$44,284	Local	n/a	College of Applied Technology
Advanced Instructor	Faculty	1.00	9 Months	\$45,615	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$47,695	Local	n/a	College of Applied Technology
Advanced Instructor/Program Head	Faculty	1.00	9 Months	\$48,256	Local	n/a	College of Applied Technology
Standard Instructor/Program Head	Faculty	1.00	9 Months	\$43,478	Local	n/a	College of Applied Technology
Manager/Senior Instructor	Faculty	1.00	12 Months	\$61,464	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$49,650	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$41,704	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$44,991	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$58,344	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	12 Months	\$60,653	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$50,898	Local	n/a	College of Applied Technology
Advanced Instructor/Program Head	Faculty	1.00	9 Months	\$54,559	Local	n/a	Canyon County Center
Advanced Instructor	Faculty	1.00	9 Months	\$49,359	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$44,575	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$51,751	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$43,285	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$40,144	Local	n/a	College of Applied Technology
Advanced Instructor	Faculty	1.00	9 Months	\$52,957	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$49,484	Local	n/a	Applied Academics
Interim Instructor	Faculty	1.00	9 Months	\$41,476	Local	n/a	College of Applied Technology
Manager/Advanced Instructor	Faculty	1.00	12 Months	\$67,372	Local	n/a	College of Applied Technology
Advanced Instructor	Faculty	1.00	9 Months	\$45,615	Local	n/a	College of Applied Technology

Boise State University  
Positions Deleted from  
Selland College of Applied Technology  
due to establishment of  
the College of Western Idaho

ATTACHMENT-Addendum to August, 2009  
State Board of Education Agenda

Position Title	Type of Position	FTE	Term of Appointment	Salary	Fund Source	New or Reallocation	Area/Department of Assignment
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$51,148	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$49,692	Local	n/a	Applied Academics
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$57,887	Local	n/a	College of Applied Technology
Senior Instructor/Program Head	Faculty	1.00	9 Months	\$48,797	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$51,813	Local	n/a	Applied Academics
Senior Instructor	Faculty	1.00	9 Months	\$48,901	Local	n/a	Applied Academics
Senior Instructor	Faculty	1.00	9 Months	\$59,530	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$55,994	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$57,679	Local	n/a	College of Applied Technology
Senior Instructor	Faculty	1.00	9 Months	\$58,344	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$42,557	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$41,205	Local	n/a	College of Applied Technology
Advanced Instructor	Faculty	1.00	9 Months	\$45,740	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$40,207	Local	n/a	College of Applied Technology
Standard Instructor/Program Head	Faculty	1.00	11 Months	\$57,013	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	11 Months	\$54,163	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$42,744	Local	n/a	College of Applied Technology
Standard Instructor	Faculty	1.00	9 Months	\$44,284	Local	n/a	College of Applied Technology
Manager, Health Programs/Senior Instructor	Faculty	1.00	12 Months	\$62,504	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$41,850	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$42,245	Local	n/a	College of Applied Technology
Interim Instructor	Faculty	1.00	9 Months	\$42,765	Local	n/a	College of Applied Technology
Standard Instructor/Program Head	Faculty	1.00	9 Months	\$44,866	Local	n/a	College of Applied Technology
Director	Professional	1.00	12 Months	\$69,244	Local	n/a	Applied Technology Administration
Director, Adult Basic Education	Professional	1.00	12 Months	\$55,661	Local	n/a	Adult Basic Education
Educational Program Manager	Professional	1.00	12 Months	\$50,461	Local	n/a	Center for Workforce Training
Senior Management Systems	Professional	1.00	12 Months	\$44,720	Local	n/a	College of Applied Technology
Educational Advisor/Call Center	Professional	1.00	12 Months	\$36,442	Local	n/a	College of Applied Technology
Marketing Coordinator	Professional	1.00	12 Months	\$49,692	Local	n/a	Center for Workforce Training
Educational Advisor	Professional	1.00	12 Months	\$25,647	Local	n/a	Student Support Division
Manager	Professional	1.00	12 Months	\$52,000	Local	n/a	College of Applied Technology
Teacher/Coordinator	Professional	1.00	12 Months	\$48,756	Local	n/a	Center for Workforce Training
Systems Administrator	Professional	1.00	12 Months	\$62,566	Local	n/a	Applied Technology Administration
Systems Administrator	Professional	1.00	12 Months	\$62,566	Local	n/a	Applied Technology Administration
Teacher	Professional	1.00	12 Months	\$29,313	Local	n/a	College of Applied Technology
Educational Program Manager	Professional	1.00	12 Months	\$49,296	Local	n/a	Center for Workforce Training
Teacher/Coordinator	Professional	1.00	12 Months	\$55,308	Local	n/a	Center for Workforce Training
Teacher/Coordinator	Professional	1.00	12 Months	\$44,741	Local	n/a	Center for Workforce Training
Coordinator, Special Projects	Professional	1.00	12 Months	\$55,890	Local	n/a	Applied Technology Administration
Enrollment Specialist	Professional	1.00	12 Months	\$34,507	Local	n/a	Student Support Division
Teacher/Program Head	Professional	1.00	12 Months	\$52,188	Local	n/a	Canyon County Center
Assistant Director, Adult Basic Ed	Professional	1.00	12 Months	\$50,586	Local	n/a	Adult Basic Education
Teacher	Professional	1.00	12 Months	\$43,535	Local	n/a	College of Applied Technology
Coordinator, Assessment Unit	Professional	1.00	12 Months	\$44,263	Local	n/a	Center for Workforce Training
Interim Manager, Information	Professional	1.00	12 Months	\$56,639	Local	n/a	Applied Technology Administration
Teacher	Professional	1.00	12 Months	\$41,351	Local	n/a	Canyon County Center
Teacher	Professional	1.00	12 Months	\$38,771	Local	n/a	Canyon County Center
Educational Program Manager	Professional	1.00	12 Months	\$55,994	Local	n/a	Center for Workforce Training
Business Manager	Professional	1.00	12 Months	\$50,004	Local	n/a	Applied Technology Administration
Coordinator, Recruitment/Events	Professional	0.68	9 Months	\$22,226	Local	n/a	Student Support Division
Coordinator/Counselor, PACE & CND	Professional	1.00	12 Months	\$43,201	Grant	n/a	Student Support Division
Coordinator, Curriculum Development	Professional	1.00	12 Months	\$53,954	Grant	n/a	College of Applied Technology
Teacher/Coordinator	Professional	1.00	12 Months	\$38,148	Grant	n/a	Adult Basic Education

Boise State University  
Positions Deleted from  
Selland College of Applied Technology  
due to establishment of  
the College of Western Idaho

ATTACHMENT-Addendum to August, 2009  
State Board of Education Agenda

Position Title	Type of Position	FTE	Term of Appointment	Salary	Fund Source	New or Reallocation	Area/Department of Assignment
Teacher	Professional	1.00	12 Months	\$37,083	Grant	n/a	Adult Basic Education
Teacher	Professional	1.00	12 Months	\$35,756	Grant	n/a	Adult Basic Education
Teacher/Coordinator	Professional	1.00	12 Months	\$37,083	Grant	n/a	Adult Basic Education
Teacher	Professional	1.00	12 Months	\$37,083	Grant	n/a	Adult Basic Education
Educational Specialist	Professional	1.00	12 Months	\$36,290	Grant	n/a	Student Support Division
Educational Specialist	Professional	1.00	12 Months	\$39,463	Grant	n/a	Student Support Division
Teacher	Professional	1.00	12 Months	\$37,083	Grant	n/a	Adult Basic Education
Teacher	Professional	1.00	12 Months	\$37,083	Grant	n/a	Adult Basic Education
Career Development Coordinator	Professional	1.00	12 Months	\$34,507	Grant	n/a	Adult Basic Education
Educational Program Manager	Professional	1.00	12 Months	\$47,008	Grant	n/a	Center for Workforce Training
Site Manager, STAR Program	Professional	1.00	12 Months	\$40,518	Grant	n/a	College of Applied Technology
Educational Program Manager	Professional	1.00	12 Months	\$67,746	Grant	n/a	Center for Workforce Training
Educational Program Manager	Professional	1.00	12 Months	\$46,114	.10 Grant .90 Local	n/a	Center for Workforce Training
Teacher/Coordinator	Professional	1.00	12 Months	\$44,325	.18 Grant .82 Local	n/a	Center for Workforce Training
Coordinator, Wastewater Outreach	Professional	1.00	12 Months	\$21,089	.60 Grant .40 Local	n/a	Center for Workforce Training
Management Assistant	Classified	1.00	12 Months	\$30,805	Local	n/a	Applied Technology Administration
Customer Service Representative 1	Classified	1.00	12 Months	\$20,322	Local	n/a	Student Support Division
Financial Technician	Classified	1.00	12 Months	\$34,695	Local	n/a	Applied Technology Administration
University Shop Assistant	Classified	0.83	10 Months	\$20,322	Local	n/a	College of Applied Technology
Technical Records Specialist 1	Classified	1.00	12 Months	\$23,379	Local	n/a	Center for Workforce Training
University Shop Assistant	Classified	1.00	10 Months	\$19,289	Local	n/a	College of Applied Technology
Administrative Assistant 1	Classified	1.00	12 Months	\$23,380	Local	n/a	College of Applied Technology
Office Specialist 2	Classified	1.00	12 Months	\$23,442	Local	n/a	Canyon County Center
Technical Records Specialist 1	Classified	1.00	12 Months	\$15,568	Local	n/a	Student Support Division
Concession Manager	Classified	0.50	10 Months	\$11,380	Local	n/a	College of Applied Technology
Technical Records Specialist 1	Classified	1.00	12 Months	\$25,959	Local	n/a	Student Support Division
Technical Records Specialist 1	Classified	1.00	12 Months	\$29,183	Local	n/a	Center for Workforce Training
Administrative Assistant 1	Classified	1.00	12 Months	\$26,916	Local	n/a	Canyon County Center
Office Specialist 2	Classified	1.00	12 Months	\$22,215	Local	n/a	Center for Workforce Training
Customer Service Representative 1	Classified	1.00	12 Months	\$25,564	Local	n/a	Center for Workforce Training
Administrative Assistant 1	Classified	1.00	12 Months	\$23,380	Local	n/a	Applied Technology Administration
Administrative Assistant 1	Classified	1.00	12 Months	\$23,380	Local	n/a	College of Applied Technology
Administrative Assistant 1	Classified	1.00	12 Months	\$23,379	Local	n/a	College of Applied Technology
Instruction Assistant	Classified	0.88	12 Months	\$21,611	Local	n/a	College of Applied Technology
Customer Service Representative 1	Classified	1.00	12 Months	\$22,381	Local	n/a	College of Applied Technology
Financial Technician	Classified	1.00	12 Months	\$29,037	Local	n/a	Applied Technology Administration
Administrative Assistant 2	Classified	1.00	12 Months	\$27,540	Local	n/a	College of Applied Technology
University Shop Assistant, Lead	Classified	1.00	12 Months	\$24,794	Local	n/a	College of Applied Technology
Administrative Assistant 2	Classified	1.00	12 Months	\$28,226	Local	n/a	Student Support Division
Technical Records Specialist 1	Classified	1.00	12 Months	\$23,962	Local	n/a	Center for Workforce Training
Technical Records Specialist 2	Classified	1.00	12 Months	\$35,901	Local	n/a	Center for Workforce Training
Office Specialist 2	Classified	1.00	12 Months	\$31,179	Local	n/a	Center for Workforce Training
Financial Technician	Classified	1.00	12 Months	\$31,928	Grant	n/a	Applied Technology Administration
Technical Records Specialist 1	Classified	1.00	12 Months	\$24,379	Grant	n/a	Center for Workforce Training
Administrative Assistant 1	Classified	0.80	12 Months	\$19,586	Grant	n/a	Center for Workforce Training
Management Assistant	Classified	1.00	12 Months	\$34,071	Grant	n/a	Center for Workforce Training

Boise State University  
 Positions Deleted from  
 Seland College of Applied Technology  
 due to establishment of  
 the College of Western Idaho

Position Title	Type of Position	FTE	Term of Appointment	Salary	Fund Source	New or Reallocation	Area/Department of Assignment
Administrative Assistant 2	Classified	1.00	12 Months	\$29,308	.30 Grant .70 Appropriated	n/a	Adult Basic Education
Administrative Assistant 1	Classified	1.00	12 Months	\$26,001	.22 Grant .45 Local .33 Appropriated	n/a	Applied Academics
Customer Service Representative 1	Classified	1.00	12 Months	\$23,151	.25 Grant .75 Local	n/a	Center for Workforce Training
Customer Service Representative 1	Classified	1.00	12 Months	\$22,735	.25 Grant .75 Local	n/a	Center for Workforce Training
Office Specialist 2	Classified	1.00	12 Months	\$21,237	.50 Grant .50 Local	n/a	Adult Basic Education
Administrative Assistant 1	Classified	1.00	12 Months	\$29,932	.75 Grant .25 Local	n/a	Applied Academics
Office Services Supervisor 1	Classified	1.00	12 Months	\$29,911	.90 Grant .10 Local	n/a	Center for Workforce Training

**CONSENT AGENDA  
AUGUST 20, 2009**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

New position and change in position

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.

**BACKGROUND/ DISCUSSION**

Idaho State University requests approval to:

- Create one (1) new classified staff position (1.0 FTE) supported by grant funds
- Increase the FTE on one (1) classified staff position (from .50 to 1.0 FTE) supported by appropriated funds

**IMPACT**

Once approved, the positions can be processed on the State Employee Information System.

**STAFF AND COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by Idaho State University for one (1) new classified staff position (1.0 FTE); and increase the FTE on one classified staff position (1.0 FTE).

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



**CONSENT AGENDA  
AUGUST 20, 2009**

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**NEW POSITION**

Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	August 24, 2009
Salary Range	\$23,088.00
Funding Source	Grant Funds
New or Reallocation	Reallocation
Area/Department of Assignment	Nursing
Duties and Responsibilities	Duties include a wide range of support for grants, including composing correspondence; creating, reviewing, and processing documents and records; arranging conferences; taking minutes; and making travel arrangements.
Justification of Position	To provide clerical support for compliance with grant requirements. The duties of this position have been previously filled by a temporary employee.

**CHANGE**

Position Title	Office Specialist 2 (PCN 1369)
Type of Position	Classified
FTE	increase FTE from .50 to 1.0
Term of Appointment	12 month
Effective Date	August 24, 2009
Salary Range	\$23,961.60
Funding Source	Appropriated Funds
New or Reallocation	Included in FY2010 budget
Area/Department of Assignment	Facilities Services
Duties and Responsibilities	Perform office support functions, including: ordering supplies, reconciling p-card transactions, maintain equipment and work cost documentation, enter maintenance/work order requests into database, post utility invoices, maintain service order database, etc.
Justification of Position	To provide additional support due to increased workload.

**CONSENT AGENDA  
AUGUST 20, 2009**

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**SUBJECT**

Alcohol Permits Approved by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND / DISCUSSION**

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by and in compliance with Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the June 2009 Board meeting. Since that meeting, Board staff has received twenty-four (24) permits from Boise State University, eight (8) permits from Idaho State University, and fourteen (14) permits from the University of Idaho.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

**ATTACHMENTS**

List of Approved Permits by Institution

page 3

**BOARD ACTION**

A motion to accept the report as submitted.

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

**CONSENT AGENDA  
AUGUST 20, 2009**

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**CONSENT AGENDA  
AUGUST 20, 2009**

<b>APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY June 2009 – October 2009</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Tony Awards Party	Morrison Center Main Stage	6/7/09
2 <sup>nd</sup> Annual Swing Fore Kids Social/Friendraiser	Stueckle Sky Center	6/11/09
EO Idaho/Entrepreneur Learning event with guest speaker	Stueckle Sky Center – conference room	6/17/09
2009 Stanley Consultants Summer Conference	Stueckle Sky Center	6/19/09
KHITS 7 <sup>th</sup> Annual Birthday Bash featuring Eddie Money	Taco Bell Arena	6/19/09
Executive MBA Reception/Open House	The Loft-Stueckle Sky Center	6/22/09
Reception honoring Dyke Nally	Stueckle Sky Center/Skyline Room	6/25/09
I/UCRC Planning Grant Meeting	CAES Building in Idaho Falls	6/25/09
Kenny Chesney Sun City Tour	Taco Bell Arena	7/14/09
Idaho Top Projects	Stueckle Sky Center Double R Ranch Club Room	7/16/09
Borah H.S. Class Reunion	Stueckle Sky Center	7/18/09
Walters/Groll Wedding Reception	Stueckle Sky Center Double R Ranch Club Room	7/24/09
Journey in concert with opening act Heart	Taco Bell Arena	7/26/09
Boise H.S. Class Reunion	Stueckle Sky Center	8/8/09
Bresnahan Haynes Wedding Reception	Stueckle Sky Center Double R Ranch Club Room	8/15/09
Eagle Food& Wine Gala Fundraiser/Landing Art of Eagle	Stueckle Sky Center Double R Ranch Club Room	8/21/09
Larry Hlobik, CEO Retirement Reception	Skyline Room, Stueckle Sky Center	8/27/09
Coaches Call-in Radio Show	Stueckle Sky Center	9/1/09
Coaches Call-in Radio Show	Stueckle Sky Center	9/8/09
Coaches Call-in Radio Show	Stueckle Sky Center	9/15/09
Coaches Call-in Radio Show	Stueckle Sky Center	9/22/09
Coaches Call-in Radio Show	Stueckle Sky Center	9/29/09
Swan Lake, Idaho! (Ballet Idaho)	BSU Special Events Center	10/2/09
Swan Lake, Idaho! (Ballet Idaho)	BSU Special Events Center	10/3/09

**CONSENT AGENDA  
AUGUST 20, 2009**

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**APPROVED ALCOHOL SERVICE AT  
IDAHO STATE UNIVERSITY  
August 2009**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
INBRE Conference	ISU PSUB Ballroom	8/3/09
Football 101 Women's Clinic	Idaho Orthopedics	8/4/09
INBRE Conference Awards Dinner	ISU PSUB Ballroom	8/4/09
Highland H.S. Class of 99 Reunion	Performing Arts Center	8/8/09
ISRCS 2009	CAES Building in Idaho Falls	8/11/09
Jones/McCann Wedding	Stephens Performing Arts Center	8/15/09
Reception for the State Board of Education	Stephens Performing Arts Center	8/19/09
BEA Board of Mangers Community Reception & Dinner	CAES Building in Idaho Falls	8/31/09

**CONSENT AGENDA  
AUGUST 20, 2009**

<b>APPROVED ALCOHOL SERVICE AT University of Idaho April 2009 –June 2009</b>		
<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Tri Delta Alumni Reunion	Prichard Art Gallery	6/26/09
UI Leadership Team Dinner	Baker's Residence	7/10/09
Gamma Phi Beta Reunion (Lunch & Dinner)	Bogeys & Shattuck Arboretum Amphitheater	7/11/09
Corner Club Golf Tournament	Bogeys	7/12/09
Wallace Dinner Party	Prichard Art Gallery	7/28/09
1 <sup>st</sup> Annual Larry Hunter Memorial Open Golf Tournament	Bogeys	8/1/09
United Way 2-Person Golf Scramble	Bogeys	8/15/09
Advisory Board Receptions	ALB 102 Exterior	8/19 & 8/20/09
Study Abroad Fair Pre-Event	Commons Horizon	9/2/09
Quarterback Club Social	Kibbie Dome	9/18/09
ATHENA Reception Membership Drive	Commons Whitewater	9/29/09
Dad's Weekend Dinner & Entertainment	Commons Horizon	10/3/09
President's Pre-Games Buffet Lunches	President's Tent/Sprinturf Field	9/19, 10/3, 10/17, 10/31, 11/1 & 11/28/09

**CONSENT AGENDA  
AUGUST 20, 2009**

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>SUPERINTENDENT'S UPDATE</b>	Information Item
2	<b>IDAHO EDUCATION NETWORK OVERVIEW (PROJECT ROLLOUT UPDATES)</b>	Information Item
3	<b>OVERVIEW OF PROFESSIONAL STANDARDS COMMISSION</b>	Information Item
4	<b>PROPOSED RULE- IDAPA 08.02.02.016, RULES GOVERNING UNIFORMITY, IDAHO EDUCATOR CREDENTIAL</b>	Motion to Approve
5	<b>PROPOSED RULE- IDAPA 08.02.02.029, RULES GOVERNING UNIFORMITY, CONSULTING TEACHER ENDORSEMENTS</b>	Motion to Approve
6	<b>PROPOSED RULE – IDAPA 08.02.03.105, RULES GOVERNING THOROUGHNESS, HIGH SCHOOL GRADUATION REQUIREMENTS</b>	Motion to Approve
7	<b>PROPOSED RULE- IDAPA 08.02.03.109, SPECIAL EDUCATION</b>	Motion to Approve
8	<b>PROPOSED RULE- IDAPA 08.02.03.200, K-12 STATE ACHIEVEMENT STANDARDS</b>	Motion to Approve
9	<b>PENDING RULE- IDAPA 08.02.03.004, INCORPORATION BY REFERENCE- IDAHO CONTENT STANDARDS</b>	Motion to Approve
10	<b>PENDING RULE- IDAPA 08.02.02.120, LOCAL DISTRICT EVALUATION POLICY</b>	Motion to Approve
11	<b>PENDING RULE- IDAPA 08.02.02.021, ENDORSEMENTS</b>	Motion to Approve



**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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<b>12</b>	<b>PENDING RULE- IDAPA 08.02.02.027, PUPIL PERSONNEL SERVICES CERTIFICATE</b>	Motion to Approve
<b>13</b>	<b>PENDING RULE- IDAPA 08.02.02.024, ENDORSEMENTS M-Z</b>	Motion to Approve
<b>14</b>	<b>TEMPORARY AND PENDING RULE- IDAPA 08.02.02.043, ALTERNATE AUTHORIZATION- TEACHER TO NEW CERTIFICATION</b>	Motion to Approve
<b>15</b>	<b>SCHOOL DISTRICT PROPERTY TRANSFER, BOISE – MERIDIAN (AVIMOR)</b>	Motion to Approve
<b>16</b>	<b>SCHOOL DISTRICT PROPERTY TRANSFER, MERIDIAN – BOISE (ORCHARD RANCH)</b>	Motion to Approve
<b>17</b>	<b>CURRICULAR MATERIALS ADOPTION</b>	Motion to Approve
<b>18</b>	<b>BOISE STATE UNIVERSITY TEACHER PREPARATION PROGRAM FULL PROGRAM REVIEW TEAM REPORT</b>	Motion to Approve
<b>19</b>	<b>BRIGHAM YOUNG UNIVERSITY -IDAHO, AGRICULTURE EDUCATION FOCUSED REVIEW TEAM REPORT`</b>	Motion to Approve
<b>20</b>	<b>UNIVERSITY OF IDAHO, SCHOOL COUNSELOR FOCUSED REVIEW TEAM REPORT</b>	Motion to Approve
<b>21</b>	<b>APPOINTMENT TO THE PROFESSIONAL STANDARDS COMMISSION</b>	Motion to Approve
<b>22</b>	<b>IDAHO SPECIAL EDUCATION MANUAL</b>	Motion to Approve

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**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**SUBJECT**

Superintendent of Public Instruction Update to the State Board of Education

**BACKGROUND/DISCUSSION**

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**SUBJECT**

Idaho Education Network Overview (Project Rollout Updates)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code Chapter 1, Title 33-125 (a) Idaho Education Network

**BACKGROUND/DISCUSSION**

The Idaho Education Network was funded for FY2010 by Governor Otter's use of discretionary stimulus funds. The budget is for \$3 million dollars and will be supplemented by a statewide E-Rate application. The overview will be provided to inform state board members of updated developments and impacts regarding the higher education.

**IMPACT**

There may be limited financial impact to higher education institutions that choose to provide curriculum and instruction with video teleconferencing equipment to Idaho high schools and communities. There may be some additional costs affiliated with community outreach to attract new students and developing content.

**ATTACHMENTS**

Attachment 1- Phase 1 (a) and Phase 1 (b) Schools

Page 3

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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IEN Phase 1a and Proposed Phase 1b Schools

07/14/09

	LEANM (DISTRICT NAME)	DISTRICT NO.	ENA SCHNAME List	Students	County	REGION
<b>Phase 1a</b>	BOUNDARY COUNTY SCHOOL DISTRICT	101	BONNERS FERRY HIGH SCHOOL	490	11 - Boundary	1
	LAKE PEND OREILLE SCHOOL DISTRICT	84	SANDPOINT HIGH SCHOOL	1170	09 - Bonner	1
	MOUNTAIN VIEW SCHOOL DISTRICT	244	GRANGEVILLE HIGH SCHOOL	231	25 - Idaho	2
	COTTONWOOD JOINT SCHOOL DISTRICT	242	PRAIRIE HIGH SCHOOL	151	25 - Idaho	2
	EMMETT SCHOOL DISTRICT	221	EMMETT HIGH SCHOOL	642	23 - Gem	3
	WEISER SCHOOL DISTRICT	431	WEISER HIGH SCHOOL	513	44 - Washington	3
	JEROME JOINT SCHOOL DISTRICT	261	JEROME HIGH SCHOOL	945	27 - Jerome	4
	SHOSHONE JOINT SCHOOL DISTRICT	312	SHOSHONE HIGH SCHOOL	167	32 - Lincoln	4
	BEAR LAKE COUNTY SCHOOL DISTRICT	33	BEAR LAKE HIGH SCHOOL	366	04 - Bear Lake	5
	WEST SIDE SCHOOL DISTRICT	202	WEST SIDE SENIOR HIGH SCHOOL	162	21 - Franklin	5
CLARK COUNTY SCHOOL DISTRICT	161	CLARK COUNTY JR-SR HIGH	94	17 - Clark	6	
SALMON SCHOOL DISTRICT	291	SALMON HIGH SCHOOL	342	30 - Lemhi	6	

<b>Phase 1b Proposed</b>	LAKE PEND OREILLE SCHOOL DISTRICT	84	CLARK FORK JR-SR HIGH SCHOOL	140	10 - Bonner	1
	LAKE PEND OREILLE SCHOOL DISTRICT	84	LAKE PEND OREILLE ALT HIGH SCH	109	11 - Bonner	1
	PLUMMER/WORLEY JOINT SCHOOL DISTRICT	44	LAKESIDE HIGH SCHOOL	129	05 - Benewah	1
	BOUNDARY COUNTY SCHOOL DISTRICT	101	RIVERSIDE HIGH SCHOOL ALT	39	10 - Bonneville	1
	MOUNTAIN VIEW SCHOOL DISTRICT	244	CLEARWATER VALLEY JR-SR	217	25 - Idaho	2
	CULDESAC JOINT SCHOOL DISTRICT	342	CULDESAC SCHOOL	121	35 - Nez Perce	2
	OROFINO JOINT SCHOOL DISTRICT	171	OROFINO HIGH SCHOOL	361	18 - Clearwater	2
	OROFINO JOINT SCHOOL DISTRICT	171	TIMBERLINE HIGH SCHOOL	155	18 - Clearwater	2
	COUNCIL SCHOOL DISTRICT	13	COUNCIL JR-SR HIGH SCHOOL	152	02 - Adams	3
	MERIDIAN JOINT SCHOOL DISTRICT	2	EAGLE HIGH SCHOOL	2213	01 - Ada	3
	HOMEDALE JOINT SCHOOL DISTRICT	370	HOMEDALE HIGH SCHOOL	351	14 - Canyon	3
	MARSING JOINT SCHOOL DISTRICT	363	MARSING HIGH SCHOOL	215	37 - Owyhee	3
	MELBA JOINT SCHOOL DISTRICT	136	MELBA HIGH SCHOOL	243	14 - Canyon	3
	NEW PLYMOUTH SCHOOL DISTRICT	372	NEW PLYMOUTH HIGH SCHOOL	319	38 - Payette	3
	PARMA SCHOOL DISTRICT	137	PARMA HIGH SCHOOL	314	14 - Canyon	3
	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT	365	RIMROCK JR-SR HIGH SCHOOL	176	37 - Owyhee	3
	MERIDIAN JOINT SCHOOL DISTRICT	2	ROCKY MOUNTAIN HIGH SCHOOL	1	01 - Ada	3
	BLISS JOINT SCHOOL DISTRICT	234	BLISS SCHOOL	172	24 - Gooding	4
	BLAINE COUNTY SCHOOL DISTRICT	61	CAREY PUBLIC SCHOOL	243	07 - Blaine	4
	GOODING JOINT SCHOOL DISTRICT	231	GOODING HIGH SCHOOL	324	24 - Gooding	4
	HAGERMAN JOINT SCHOOL DISTRICT	233	HAGERMAN SCHOOL	419	24 - Gooding	4
	KIMBERLY SCHOOL DISTRICT	414	KIMBERLY HIGH SCHOOL	461	42 - Twin Falls	4
	MINIDOKA COUNTY JOINT SCHOOL DISTRICT	331	MT HARRISON JR/SR HIGH	172	34 - Minidoka	4
	RICHFIELD SCHOOL DISTRICT	316	RICHFIELD SCHOOL	217	32 - Lincoln	4
	TWIN FALLS SCHOOL DISTRICT	411	TWIN FALLS SENIOR HIGH	1326	42 - Twin Falls	4
	ABERDEEN SCHOOL DISTRICT	58	ABERDEEN HIGH SCHOOL	255	06 - Bingham	5
	ONEIDA COUNTY SCHOOL DISTRICT	351	MALAD SENIOR HIGH SCHOOL	271	36 - Oneida	5
	PRESTON JOINT SCHOOL DISTRICT	201	PRESTON HIGH SCHOOL	685	21 - Franklin	5
	SNAKE RIVER SCHOOL DISTRICT	52	SNAKE RIVER HIGH SCHOOL	567	06 - Bingham	5
	BUTTE COUNTY JOINT SCHOOL DISTRICT	111	BUTTE COUNTY HIGH SCHOOL	142	12 - Butte	6
	CHALLIS JOINT SCHOOL DISTRICT	181	CHALLIS JR-SR HIGH SCHOOL	220	19 - Custer	6
	SOUTH LEMHI SCHOOL DISTRICT	292	LEADORE SCHOOL	95	30 - Lemhi	6
	MACKAY JOINT SCHOOL DISTRICT	182	MACKAY JR-SR HIGH SCHOOL	104	19 - Custer	6
	MADISON SCHOOL DISTRICT	321	MADISON SENIOR HIGH SCHOOL	970	33 - Madison	6
	FREMONT COUNTY JOINT SCHOOL DISTRICT	215	NORTH FREMONT JR-SR HIGH SCH	319	22 - Fremont	6
	FREMONT COUNTY JOINT SCHOOL DISTRICT	215	SOUTH FREMONT HIGH SCHOOL	466	22 - Fremont	6

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**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**SUBJECT**

Idaho Professional Standards Commission Overview

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code Title 33 Chapter 12, 33-1252 through 33-1258

**BACKGROUND/DISCUSSION**

The Professional Standards Commission was created in the department of education, consisting of eighteen (18) members and is authorized to adopt recognized professional codes and standards of ethics, conduct and professional practices applicable to teachers in the public schools of the state. In addition, the Professional Standards Commission makes recommendations to the state board of education for Idaho state approval of teacher preparation programs. Professional codes and standards are submitted to the state board of education for its consideration and approval.

Upon state board of education approval, the professional codes and standards are published by the board. The Commission may make recommendations to the state board of education in such areas as teacher education, teacher certification and teaching standards to promote improvement of professional practices and competence within the teaching profession that impact the quality of education in the public schools of this state.

In 2003, as a result of the work of the Idaho's MOST committee, statute mandated that the work of the Professional Standards Commission be supported through dedicated funds equal to 66% of all fees collected for certification of teachers. These funds are set aside with the intention of guaranteeing that the state will make provision for consistent oversight and sustained, ongoing development and improvement of Idaho teacher standards and practices.

**IMPACT**

All funding for the Professional Standards Commission is through a dedicated fund comprised of 66 percent (66%) of all teacher certification fees.

**ATTACHMENTS**

Attachment 1- Professional Standards Commission Procedures Manual Page 3

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.



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STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

# PROCEDURES MANUAL

## PROFESSIONAL STANDARDS COMMISSION

REVISED AUGUST 2009

**TOM LUNA**

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

**CHRISTINA LINDER**

PROFESSIONAL STANDARDS COMMISSION ADMINISTRATOR



IDAHO STATE DEPARTMENT OF EDUCATION  
PO BOX 83720  
BOISE, ID 83720-0027

STATE DEPARTMENT OF EDUCATION  
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**FOREWORD**

The 1972 State legislature established the Professional Standards Commission. This legislative action combined the Professional Practices Commission, established by the State Legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education.

The Professional Standards Commission was thereby created in the Department of Education. The Commission consists of 18 constituency members appointed or reappointed for terms of three years. For further detail regarding the establishment and membership of the Professional Standards Commission, see **Idaho Code §33-1252**.

As outlined in this document, the Commission's adopted procedures are designed for use by the Commission to provide direction to make recommendations to the State Board of Education in such areas as teacher education, teacher certification and teaching standards.

For further detail regarding the duties and responsibilities of the Professional Standards Commission, see **Idaho Code §33-1254** and **Idaho Code §33-1258**.

For current activities, reports and recommendations of the Professional Standards Commission, visit the website at:

**<http://www.sde.idaho.gov/site/psc/index.htm>**

STATE DEPARTMENT OF EDUCATION  
~~STATUTORY RESPONSIBILITIES~~  
AUGUST 20, 2019  
OF THE  
**PROFESSIONAL STANDARDS COMMISSION**

- A.** “The Commission shall have the authority to adopt recognized professional codes and standards of ethics, conduct and professional practices which shall be applicable to certificated educators of the state of Idaho, and submit the same to the State Board for its consideration and approval.”  
**Idaho Code §33-1254**
- B.** “The professional standards commission may conduct investigations on any signed allegation of unethical practice of any teacher brought by:  
(a) An individual with a substantial interest in the matter, except a student in an Idaho public school; or  
(b) A local board of trustees.  
The allegation shall state the specific ground or grounds for revocation, suspension or issuance of a letter of reprimand. The Executive Committee of the Professional Standards Commission shall review the circumstances of the case and determine whether probable cause exists to warrant the filing of a complaint and the requesting of a hearing. . . .”  
**Idaho Code §33-1209**
- C.** “The Commission may make recommendations to the State Board of Education in such areas as teacher education, teacher certification and teaching standards, and such recommendations to the State Board of Education or to boards of trustees of school districts as, in its judgment, will promote improvement of professional practices and competence of the teaching profession of this state, it being the intent of this act to continually improve the quality of education in the public schools of this state.”  
**Idaho Code §33-1258**

STATE DEPARTMENT OF EDUCATION  
**THE PROFESSIONAL STANDARDS COMMISSION**

AUGUST 20, 21, 2009

- A. Name:** Idaho Professional Standards Commission
- B. Membership:** According to Idaho Code §33-1252, The Professional Standards Commission is hereby created in the department of education, consisting of 18 members with representation as follows:
- 1 - member of the staff of the Idaho State Department of Education
  - 1 - member of the staff of the Idaho Division of Professional-Technical Education
  - 7 - certificated classroom teachers in the public school systems of the State of Idaho to include:
    - 1 - teacher of exceptional children
    - 1 - teacher in pupil personnel services
    - 5 - at-large classroom teaching positions
  - 1 - representative of the Idaho School Superintendents Association
  - 1 - representative of the Idaho Association of Secondary School Principals
  - 1 - representative of the Idaho Association of Elementary School Principals
  - 1 - representative of the Idaho School Boards Association
  - 1 - representative of the Idaho Association of Special Education Administrators
  - 1 - representative of the education department of an Idaho private college/university of higher education
  - 2 - representatives of the community colleges and the education departments of the public institutions of higher education
  - 1 - representative of the letters and sciences department of an Idaho state institution of higher education.
- C. Commission Appointments:** The State Board of Education appoints members of the Professional Standards Commission. The Commission generally meets six times annually. Other meetings may be called at the discretion of the chair or by the written request of five or more members.
- D. Officers:** There will be a chair and vice-chair elected by the Commission. The Commission chair may appoint a parliamentarian. **To provide smooth transition within the PSC, it is recommended that the chair and vice-chair serve terms of a minimum of two (2) years with a maximum of three (3) years.**
- E. Elected Officers:** A Nominations Committee consisting of the outgoing members of the Commission will present a slate of officers to the Commission. The Nominations Committee may also make recommendations to the Commission chair for the chairs of other committees. Nominations may also be made from the floor for Commission members. The Commission, at its final spring meeting, will elect new officers for the following year.

Generally, at the first meeting of the new academic year, an orientation for new members will be conducted, and a parliamentarian may be appointed. At this meeting, the Commission also will review the current strategic plan and define objectives for the year's activities. The Leadership Team will oversee implementation and systematic revision of the strategic plan. Any revisions to the strategic plan or development of future strategic plans will be recommended by the Leadership Team and will require a two-thirds vote by Commission members present.

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**F. Standing Committees:** The Commission will establish standing committees other than the Leadership Team. The chair of the Commission, working with the Commission administrator, will appoint members and chairs of these standing committees. The standing committees of the Commission include:

1. Executive Committee
2. Budget (Subcommittee of the Leadership Team)
3. Standards Committee
4. Authorizations Committee
5. Professional Development Committee

Refer to **Appendix A:** Committee Organizational Chart

The Commission chair may also establish ad-hoc committees to address short-term needs or special projects.

**G. Attendance:** By agreeing to serve on the Professional Standards Commission, it is expected that a member will attend both days of all meetings. If a Commission member cannot attend a committee, Commission and/or a scheduled conference call meeting, he/she will need to inform the committee chair, the Commission administrator and/or Commission chair, and his/her constituency group leader.

**H. Quorum:** A majority of the Commission members will constitute a quorum. If a Commission member is absent from a meeting, a substitute cannot act as a replacement for the member. A representative of the appointee can attend the meeting to provide input but will not be a voting member of the Commission, nor will expenses be reimbursed.

**I. Travel Expenses:** Reasonable travel expenses related to participation of Commission members at scheduled meetings will be reimbursed within State of Idaho guidelines. Refer to **Appendix B:** Commission Member Reimbursement Guidelines.

STATE DEPARTMENT OF EDUCATION  
**RESPONSIBILITIES OF THE OFFICERS AND COMMITTEES  
OF THE PROFESSIONAL STANDARDS COMMISSION**

**A. Duties of the Officers**

**1. Chair**

- a. Presides over all Commission meetings.
- b. Works with the Professional Standards Commission administrator in development of agenda.
- c. Consults with the administrator for appointments of committee chairs/members of committees established by the Commission and monitors progress of committees.
- d. Calls regular and special meetings of Commission.
- e. Presides at meetings of the Leadership Team.
- f. Appoints a chair and members to hearing panels.
- g. Represents the Commission, or designates a representative to represent the Commission, at State Board of Education meetings.
- h. Helps develop a process to report Commission recommendations and decisions to the executive director and/or chief academic officer of the State Board of Education.
- i. Appoints a parliamentarian.
- j. Oversees the training of hearing panel chairs.

**2. Vice-Chair**

- a. Assumes all duties of the chair in absence of chair.
- b. Serves as a member of the Leadership Team.

**3. Parliamentarian**

- a. Becomes familiar with Robert's Rules of Order.
- b. Provides advice and renders opinions as needed to the presiding officer at Commission meetings regarding parliamentary procedure.
- c. Reviews drafted motions as needed to provide advice regarding proper format and procedure.
- d. Assures that the business of the Commission is conducted in accordance with Robert's Rules of Order.

**B. Duties of the Committee Chairs**

- 1. Works with staff to develop assigned committee work agenda.
- 2. Works with staff to identify and prioritize assigned committee work.
- 3. Monitors and maintains assigned committee work plan within strategic plan.
- 4. Monitors assigned committee budget line item(s) and provides a written budget report as part of the committee report for each PSC meeting.
- 5. Provides recommendations for yearly budget line item(s), for the fiscal year for which the State Department of Education is budgeting, to the Leadership Team and Budget Subcommittee chair before May of the new fiscal year.
- 6. Serves as members of the Leadership Team.
- 7. Provides new members with an orientation of committee operations before the first regularly scheduled committee meeting of each fiscal year.



**C. Duties of the Committees**      AUGUST 20-21, 2009**1. Leadership Team**

- a. Meets as called by the chair of the Commission.
  - i. Chaired by the chair of the Commission or the vice-chair of the Commission.
- b. Membership includes the Commission chair, vice-chair and committee chairs.
- c. Serves as the operations committee for the Commission with responsibilities including:
  - i. Monitoring Commission budgets and finances;
  - ii. Developing, maintaining and monitoring the Commission's strategic plan;
  - iii. Developing, maintaining and monitoring the Commission's communication plan;
  - iv. Assigning Commission work/tasks to committees as appropriate;
  - v. Addressing special projects as needed.
- d. Budget Subcommittee  
Meets as called by the Commission chair.
  - i. Committee chair appointed by the Commission chair.
  - ii. Monitors and makes recommended revisions to the annual budget at each Commission meeting.
  - iii. Develops a yearly budget following the same fiscal year cycle of the Department of Education for approval to the Commission before the last regularly scheduled Commission meeting of each fiscal year.

**2. Authorizations Committee**

- a. Meets as called by the chair of Commission.
  - i. Committee chair appointed by the Commission chair.
- b. Serves as the committee to review and make recommendations to the full Commission regarding:
  - i. Approval of alternate authorizations to teach, administrate or provide pupil personnel services;
  - ii. Policies and procedures for alternative authorizations.
- c. Oversees the development and publishing of certification reports as needed.
- d. Develops an annual budget recommendation for approval by the Commission before May of each fiscal year.

**3. Executive Committee**

- a. Meets as called by the chair of Commission.
  - i. Committee chair is either the chair or vice-chair of the Commission.
- b. Serves as the committee for the Commission to determine if there are sufficient grounds for an action against a certificated educator regarding alleged unethical practices.
- c. Reviews, maintains, and revises the Code of Ethics for Idaho Professional Educators as needed.
- d. Develops an annual budget recommendation for approval by the Commission before May of each fiscal year.

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- 4. Standards Committee** AUGUST 20-21, 2009
  - a. Meets as called by the chair of Commission.
    - i. Committee chair appointed by the Commission chair.
  - b. Develops recommendations for preservice and inservice educator standards for consideration by the State Board of Education.
  - c. Develops and/or maintains standards and review processes for teacher preparation programs including:
    - i. Annual review of approximately 20 percent of state teacher preparation program approval standards and rubrics;
    - ii. Team training and on-site review; and,
    - iii. Coordination of national recognition and national program accreditation (NCATE).
  - d. Develops and gives recommendations to the Commission for educator assessment(s) and qualifying scores for consideration by the State Board of Education.
  - e. Develops and gives recommendations to the Commission for educator certification and endorsement requirements for consideration by the State Board of Education.
  - f. Develops an annual budget recommendation for approval by the Commission before May of each fiscal year.
- 5. Professional Development Committee**
  - a. Meets as called by the chair of Commission.
    - i. Committee chair appointed by the Commission chair.
  - b. Develops recommendations for the professional development of certificated educators of the State of Idaho.
  - c. Develops an annual budget recommendation for approval by the Commission before May of each fiscal year.

### **D. Duties of Commission Administrator**

1. Oversees the preparation and distribution of the agenda and other supporting materials to members of the Commission prior to each meeting.
2. Oversees arrangements needed for all Professional Standards Commission meetings and committee meetings.
3. Prepares information requested by the Professional Standards Commission.
4. Confers with the State Superintendent of Public Instruction on actions taken or pending regarding the Professional Standards Commission.
5. Arranges with State Superintendent of Public Instruction for placement of Commission business on the State Board of Education agenda.
6. Assigns and supervises staff of the Commission to facilitate and support Commission committee work and operations.
7. Oversees development and proposal of a budget to the Leadership Team and Commission for approval.
8. Oversees administration of the Commission budget.
9. Approves Commission expenditures for processing.
10. Oversees the scheduling and coordination of program approval on-site visits to Idaho institutions of higher education.
11. Works with the chair of the Commission to assign committee chairs/members to committees.

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12. Oversees the hearing process, including the appointment and training of hearing panel members.
13. Works with the chair of the Commission and staff to appoint team members for Idaho teacher preparation program on-site visits.
14. Informs the Commission regarding matters dealing with the:
- a. National Council for the Accreditation of Teacher Education (NCATE) and the partnership agreement with Idaho;
  - b. National Association of State Directors of Teacher Education and Certification (NASDTEC) Interstate Contract (NIC);
  - c. Educational Testing Service regarding Praxis II assessments.
15. Informs Commission about relevant developments in the State Department of Education, the legislature, and the State Board of Education.
16. Oversees the training of hearing panel chairs.
17. Oversees the training of the cadre of potential state team members for on-site teacher preparation program reviews.
18. Oversees the implementation of public input hearings.
19. Oversees the development and management of the strategic plan.

**AGENDA FOR PROFESSIONAL STANDARDS COMMISSION MEETINGS**

**DAY ONE**

- A. The first day of a Commission meeting is generally scheduled for committee and subcommittee/ad-hoc committee work, as needed.
- B. Procedures and schedule for the committee workday of the Commission meeting may change to accommodate the workflow of the Commission. Committee workday sessions will be timed with an attempt to avoid scheduling conflicts for members assigned to multiple committees.
- C. Full Commission meets for brief period for introductions, announcements, and communications.
  - Determine if those in attendance (including Commission members) request the addition of business items that should be assigned to the current or subsequent agendas.
  - Determine if anyone in attendance wishes to speak concerning any agenda item.
  - Review, revise, and approve agenda.

**DAY TWO**

- A. Order of Business
  - 1. Call to order.
  - 2. Review of action items identified/tracked from preceding meeting.
  - 3. Introductions, announcements, and communications. Determine if those in attendance (including Commission members) request the addition of business items that should be assigned to the current or subsequent agendas. Also determine if anyone in attendance wishes to speak concerning any agenda item.

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4. Approval of minutes from preceding meeting.
  5. Administrator, committee reports and budget reports.
  6. Old business.
  7. New business.
  8. Adjournment.
- B.** The agenda, including committee and subcommittee/ad-hoc committee workday responsibilities, will be:
1. Posted at least five (5) calendar days prior to the meeting.
  2. Sent to the Commission members at least one week prior to the meeting. Individuals and/or organizations wishing to appear before the Commission will make arrangements with the Commission chair or the administrator prior to the mailing of the agenda.
- C.** The Commission administrator will send clarification of agenda items as deemed appropriate.

Refer to **Appendix C:** Parliamentary Procedure in Commission Meetings.

**THE PROFESSIONAL STANDARDS COMMISSION BUDGET**

- A.** Funding Sources: Certification fees support the Professional Standards Commission. Refer to **Appendix D:** Idaho Statute and State Board Rule
- B.** Fiscal Year: The State fiscal year is from July 1 - June 30.  
Budget Development Year: The same fiscal year cycle as the Department of Education.
- C.** The Professional Standards Commission budget will be developed annually by the Budget Subcommittee on the same fiscal year cycle as the State Department of Education. With input from each of the PSC committee chairs, the PSC chair and the PSC administrator, the Budget Subcommittee will develop and submit the budget for approval to the Leadership Team before April of the current fiscal year. The Leadership Team will submit the budget to the full Commission for approval by the last regularly scheduled meeting of the current fiscal year.
- D.** The Professional Standards Commission administrator oversees the development and management of the budget.
- E.** The Professional Standards Commission recognizes the necessity to compensate State Department of Education staff for the Professional Standards Commission assigned work they are responsible for completing. The PSC Administrator will allocate the SDE PSC staff to carry out the strategic plan of the PSC. Annually, the Budget Subcommittee will make recommendations to the full commission regarding the monies needed to compensate the State Department of Education staff identified to complete Professional Standards Commission work for the next fiscal year. Compensation used by SDE employees to conduct PSC work shall be subject to positive time recording, index codes and the state auditing procedures.

## STATE DEPARTMENT OF EDUCATION

Should any additional monies be needed to complete the Professional Standards Commission assigned work, funds shall be requested using the Request for Funds Form in **Appendix H** and submitted to the Budget Subcommittee.

- F. Requests for single expenditures exceeding \$250 must be requested using the Request for Funds Form in Appendix H and submitted to the Budget Subcommittee.
- G. Monthly budget reports will be provided by the PSC coordinator to the Professional Standards Commission Budget Subcommittee chair, the Commission chair and the committee chairs.

### THE PROFESSIONAL STANDARDS COMMISSION STRATEGIC PLAN

- A. **Strategic Planning Period:** The Leadership Team will oversee the strategic planning process and recommend a plan for each five (5)-year cycle.
- B. **Work Plan Year:** The strategic planning work plan year is from July 1 - June 30 of each year. Informed by committee work, the Leadership Team will review, revise, and recommend approval of the Commission's yearly strategic work plan to the full Commission at the beginning of the work plan year.
- C. Any revisions to the strategic plan or development of future strategic plans will be recommended by the Leadership Team and will require a two-thirds vote by Commission members present.
- D. The Professional Standards Commission administrator oversees the development and management of the strategic plan.

### PROCEDURE FOR REVISING AND ADOPTING CERTIFICATION PROCEDURES AND STANDARDS

- A. All proposed changes in state certification standards and procedures will be submitted to the Standards Committee of the Professional Standards Commission. All proposed changes should be submitted to the Standards Committee by December 1 of each calendar year. Exceptions will be considered by the State Department of Education, Certification and Professional Standards.
- B. A task force of content specialists may be appointed to review and recommend changes to the educator certification standards and submit the proposed revisions to the Standards Committee of the Commission.
- C. The administrator of the Commission will oversee communication to inform constituent groups that a proposed change is under study and request written input. Persons requesting changes may be invited by the chair of the Standards Committee to present information to the committee.
- D. Preliminary recommendations for changes in standards are to be submitted to the Standards Committee for review. Upon approval by the committee, the

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recommendation will be forwarded to the Commission for consideration.

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- E.** The input hearing will:
1. Be conducted by the chair of the Professional Standards Commission or his/her designee and will be recorded. A member of the Commission or a designee will preside at each site. Written testimony will be accepted at the hearings or submitted to the administrator within one month following the hearing.
  2. Provide an opportunity for public input.
  3. Be conducted to allow input but not to encourage debate.
  4. Not replace the opportunity for a formal public hearing as provided by the Administrative Procedures Act (APA) process.
  5. Upon approval by the Commission of the proposed standards, the Commission will hold a public input hearing, electronically, at specific locations statewide.
- F.** The Standards Committee of the Commission will consider information received at the public input hearing and, if appropriate, revise the proposed standards. The Standards Committee will submit to the full Commission a final proposal for consideration.
- G.** In accordance with the Idaho Administrative Procedures Act, the proposed changes approved by the Commission will be forwarded to the State Board of Education for review. As appropriate, decisions made by the State Board will be reviewed for final action by the legislature.

Refer to **Appendix E**: Procedure for Revising and Adopting Certification Procedures and Standards Flowchart

### **PROCEDURE FOR PROCESSING A WRITTEN COMPLAINT REGARDING THE CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS**

- A.** According to **Idaho Code §33-1209**, other than a student of an Idaho public school, an allegation of ethical misconduct may be initiated by an Idaho local board of trustees or by an individual who has a substantial interest in the matter.
- B.** The Commission chief certification officer/Commission administrator may also initiate an allegation if public records indicate a person holding an Idaho credential may have been involved in ethical misconduct.
- C.** Upon receipt of a written and signed allegation of ethical misconduct, the Commission administrator, in conjunction with the Deputy Attorney General (DAG) and PSC investigator, conducts a review of the allegation using established guidelines to determine the appropriate response:
1. No investigation - Remand the issue to the school district to be resolved locally.

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2. Open an investigation - The complainant and respondent will be notified in writing and in a timely manner that an investigation will be conducted.

**D.** The administrator of the Professional Standards Commission, in conjunction with the Deputy Attorney General may determine if a formal investigation is necessary based on an assessment of the following:

1. The allegation is against a certificated person and there is a signed written complaint;
2. The complainant has exhausted all local district remedies, including appeal to the building principal, superintendent, and board of trustees;
3. The district has reported the allegations according to the requirements of Idaho Code §33-1208A;
4. The educator has been arrested (NOTE: An investigation may be opened, but not pursued, until such time as law enforcement/county prosecutor determines not to file formal charges or the courts make a final judgment or sentence.);
5. The allegation is purported abuse of a student (i.e., physical, sexual, verbal, etc.);
6. There is a contractual dispute arising from the non-acceptance of an educator's resignation;
7. A fingerprint/background check reveals a felony arrest and/or numerous misdemeanor arrests and convictions; and/or
8. The NASDTEC (National Association of State Directors of Teacher Education and Certification) Clearinghouse reports that an educator's credential has been revoked, suspended, or denied in another state.

**E.** The administrator of the Professional Standards Commission, in conjunction with the Deputy Attorney General and the PSC investigator, may determine a formal investigation is unnecessary if:

1. District remedies, including provisions of a district grievance procedure, have not been exhausted;
2. The complaint is a personnel matter, which should be handled by the local district, superintendent and board of trustees;
3. The complaint involves management style rather than unethical conduct;
4. The school district has responded appropriately to the complaint;
5. There is no written allegation or the complainant wishes to remain anonymous; or,
6. The allegation is against a non-certificated employee.

**F.** The Deputy Attorney General (DAG) will oversee the investigation. Upon completion of the investigation, the DAG will submit the allegation, plus any additional necessary information, to the Executive Committee of the Commission. It is the responsibility of the Executive Committee to determine if sufficient grounds exist to warrant a written administrative complaint.

**G.** The Executive Committee will consider the allegation(s) and all additional relevant information and determine a course of action in one of the following ways:

1. Defer action on a decision pending the receipt of additional information,

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including a response from the respondent to the allegation(s).

2. Determine that there are no sufficient grounds, in which case the DAG will advise in writing the complainant and respondent of such action.
3. Determine that there are sufficient grounds to support the allegation(s), at which time the Commission will assume jurisdiction and the DAG will advise in writing the complainant and respondent of such action. A written administrative complaint detailing the charge(s) will be sent to the respondent by the DAG. The written complaint shall be sent by certified mail to the last known address of the respondent.
4. The respondent has 21 days to respond to the charge(s) in writing and a total of 30 days to request a hearing. No response from the respondent in the time stipulated constitutes an automatic default to the charge(s) or to the request for a hearing. According to statute, any request for a hearing shall be submitted to the State Superintendent of Public Instruction, who forwards the request to the chief certification officer/Commission administrator for action. The complainant and respondent will be advised in writing regarding the request for hearing.
5. No Commission member who participated in the determination of sufficient grounds in a given case will serve on the hearing panel.
6. Every effort will be made to ensure due process.

H. Pursuant to Idaho **Code §33-1209**, a hearing will be conducted according to the following guidelines:

1. The chair of the Commission will appoint a panel consisting of a chair, who is a former member of the Commission and has been currently trained as a hearing panel chair, and two additional educators to hear the charges brought in the administrative complaint.
2. Members of the panel shall not be from the same school district as the respondent to the complaint.
3. A majority of the panel will hold a similar position of employment or certification as the respondent.
4. The hearing will be held within the school district in which the respondent resides or at such other place the Commission administrator deems most convenient for all parties.
5. All hearings shall be held to ascertain the truth.
6. The respondent may appear in person and may be represented by counsel and may procure, examine, and cross-examine witnesses. If he/she chooses to do so, the respondent may submit, for the consideration of the hearing panel, a statement in writing in lieu of oral testimony. Any such statement will be under oath, and the affiant will be subject to cross-examination.

I. Following consideration of the evidence and all testimony, the hearing panel will determine one of the following:

1. Insufficient grounds exist to establish a violation of the Code of Ethics for Idaho Professional Educators;
2. A Letter of Reprimand written by the Commission administrator will be placed in the respondent's file;
3. A respondent's credential will be suspended for a specified amount of time;



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4. A respondent's credential will be revoked,
  5. The application for certification will be denied.
  6. Other than a revocation or denial, reasonable conditions may be placed upon the respondent's certificate pending completion of specific requirements.
- J. The secretary for the Commission administrator will notify the NASDTEC Clearinghouse in a timely manner that a credential has been suspended, revoked, or denied.
- K. If there is an appeal of the hearing panel's decision, the Professional Standards Commission (full commission) will act as an appellate body. Executive Committee members who reviewed the case will be excused from the discussion and deliberation of the Commission. Any further appeals may be referred to the district court.

Refer to **Appendix F**: Investigative Flowchart

### APPROVAL PROCESS FOR ALTERNATIVE AUTHORIZATIONS

Local school districts, including charter schools or other educational agencies, **may** request approval of an Alternative Authorization for an individual who does not presently hold an appropriate Idaho educator's certification/endorsement for a vacant position.

1. It is intended that the Alternative Authorization request be made only after a reasonable effort has been made by the district to find a competent, certificated individual to fill the position.
2. The Professional Standards Commission and the State Board of Education stress that the Alternative Authorization be considered as a means to alleviate an emergency situation **only** and not relied on as a standard hiring practice.
3. In order to apply for an Alternative Authorization, the district, including charter school or other educational agency, **must** declare that an emergency exists and file a district request for the Alternative Authorization by submitting a completed application packet.
4. Only the district, including charter school or other educational agency, to which the authorization was granted may use the authorization. It is not transferable and must be renewed annually.

### PROCEDURAL STEPS FOR OBTAINING AN ALTERNATIVE AUTHORIZATION

1. The application process for receiving an Alternative Authorization is initiated when a completed application packet is submitted.
2. The individual for whom the application is being requested **must** have at least a bachelor's degree. He/she **must** have a plan to be enrolled in either individual courses required for the certificate/endorsement or a formal program that leads to certification in the assigned area.

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3. An “emergency” must be declared by the local school board and such action included in the minutes of a regular meeting. A copy of the minutes must be included in the application packet or submitted immediately following the next school board meeting.
4. Information that must be included in the application packet includes (all forms listed below are included in the packet or on the website):
  - a. A **written request/district request form** for the Alternative Authorization must be included in the application packet. It must include the name and qualifications of the person who will be the designated supervisor/mentor/evaluator of the person for whom the request is being made. The written request **must** be signed by the superintendent and board chair.
  - b. The **Application for an Idaho Professional Education Credential** (form BI application form **must** be completed by the individual);
  - c. A check for the authorization fee;
  - d. The **College/University Plan** completed by the individual for whom the request is being made, must include verification of the applicant’s planned college/ university program leading to certification. The form must be signed by the appropriate college/university official or be accompanied by the State Department of Education evaluation;
    - i. The program must include such applicable items as passing appropriate Praxis II assessments, the Comprehensive Literacy course or assessment, if applicable;
  - e. **Official** college/university transcripts;
  - f. **Verification** of having completed an Idaho criminal history check, as required by Idaho State Department of Education Statute, Section 33-130. If this requirement has not been met at the time of application, a completed fingerprint card and a fee **must** be submitted, and the fingerprint check must be in process prior to the application being reviewed. **The application will receive final approval only after the background check has been successfully completed.**
  - g. The applicant’s resume, supporting information, letters of recommendation and/or any other information attesting to the applicant’s ability to serve in the position **may** be included.
5. The Authorizations Committee can reject incomplete packets or place conditional approval on such packets until all material is received.
6. A list of Alternative Authorization candidates and any appropriate information from the completed application packet will be mailed/e-mailed to the Authorizations Committee members for review prior to the next Professional Standards Commission meeting.
7. The Authorizations Committee will review the Alternative Authorization requests and make recommendations to the Commission. The full Commission will vote on the committee’s final recommendations, and those approved will be issued letters attesting to the Professional Standard Commission decision.
  - a. Superintendents requesting the authorization will be notified in writing of the Professional Standards Commission’s recommendations.

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**NOTE:** No certificate is issued to the individual at this time. A certificate will be issued when all requirements for the certificate or endorsement have been met, and the necessary certification application has been filed.

### **PROCEDURAL STEPS FOR RENEWING AN ALTERNATIVE AUTHORIZATION**

A request to renew an Alternative Authorization **must** include the following:

1. A completed application form;
2. A non-refundable check for the required fee amount made out to the State Department of Education;
3. Official college/university transcripts to verify that nine (9) semester credits of course work applying toward the desired certificate/endorsement have been successfully completed during the past year. If less than nine hours have been completed, the Authorizations Committee will consider the circumstances based on explanations from the candidate, the local education agency, and/or the college/university;
4. If the candidate is in the process of completing a formal degree/certification program (i.e., special education, school administration, school counselor, etc.), a letter from the college/university stating that satisfactory progress is being made toward program completion may be included.

If applicable, a criminal history check, including new fingerprints, shall be included in the application.

### **TEACHER PREPARATION PROGRAM APPROVAL**

Each teacher preparation program in Idaho will undergo a state program approval process that is designed to assure that graduates of that program meet the Idaho standards for beginning teachers and other professional educators, the requirements defined in State Board Rule (08.02.02: Rules Governing Uniformity), and the National Council for the Accreditation of Teacher Education (NCATE) Standards. In most instances, the approval process will coincide with the NCATE process for institutions seeking national accreditation. The institution will be required to pay for all out-of-state expenses related to the program approval process.

#### **A. Purpose of State Approval**

Each institution of higher education that prepares teachers and other educators for certification in Idaho must be reviewed by the Professional Standards Commission. The Commission will make a recommendation concerning approval of programs to the State Board of Education for final approval.

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**B. State Approval Team**

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The chair of the Commission, in consultation with the Commission administrator, will appoint the chair of the state approval team. The chair of the state approval team, in consultation with the Commission administrator, will appoint members of the state approval team.

**C. Team Training**

The importance of the state approval process necessitates that all team members be trained to evaluate Idaho teacher preparation programs. The Commission Standards Committee, or designee, in consultation with the Commission administrator, will develop and conduct a training session for team members.

**D. Institutional Report (at LEAST one month PRIOR to the visit)**

Each institution that prepares educators will develop a self-study institutional report that contains appropriate information relative to the state approval process, including programmatic and performance evidence that demonstrates how state and NCATE standards are met. The institution will provide this report to team members and the State Department of Education, Certification and Professional Standards **at least one month prior to the visit.**

**E. Document Room**

Each institution undergoing a state approval visit will designate a secured space in a convenient location as a document/evidence room or digital site that will be available to both state and NCATE on-site teams. During the on-site visit, arrangements are to be made for the document room to be accessible to team members only.

**F. Role of State Approval Team**

Team members are responsible for assessing evidence to validate the institutional report provided by the institution.

**G. Team Report**

The team report will recommend educator preparation programs as Approved, Not Approved, or Conditionally Approved.

**H. Institutional Rejoinder (within 30 days AFTER the report is received)**

The institution may write a rejoinder to the state approval team report **within 30 days after the report has been received.** The rejoinder will be sent to the Commission administrator, who will distribute it to the appropriate parties.

**H. Professional Standards Commission Action (within 120 days of the visit)**

The Commission will consider the merits of the state approval team report and any institution rejoinder in determining its recommendation to the State Board of Education. The Commission action will take place **within 120 days of the visit** period, and the Commission will subsequently submit a recommendation to the State Board of Education for consideration.

**I. State Board of Education Action**

Final approval of the educator preparation program(s) rests with the State Board of Education. Approved teacher preparation programs allow teacher preparation institutions to submit an institutional recommendation for certification of graduates.

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The process for Idaho teacher preparation program approval is specifically defined in the **Manual of Instruction for State Approval of Idaho Teacher Preparation Programs** on file at the State Department of Education, Certification/Professional Standards.

The standards for evaluating Idaho teacher preparation programs are found in the current **Idaho Standards for Initial Certification of Professional School Personnel** as approved by the State Board of Education and NCATE 2000 standards (2006 revision will be applied as of 2008). For review purposes, pertinent rubrics accompanying these standards are on file in the office of the State Department of Education, Certification/Professional Standards.

These documents are also available for review at the State Department of Education website:

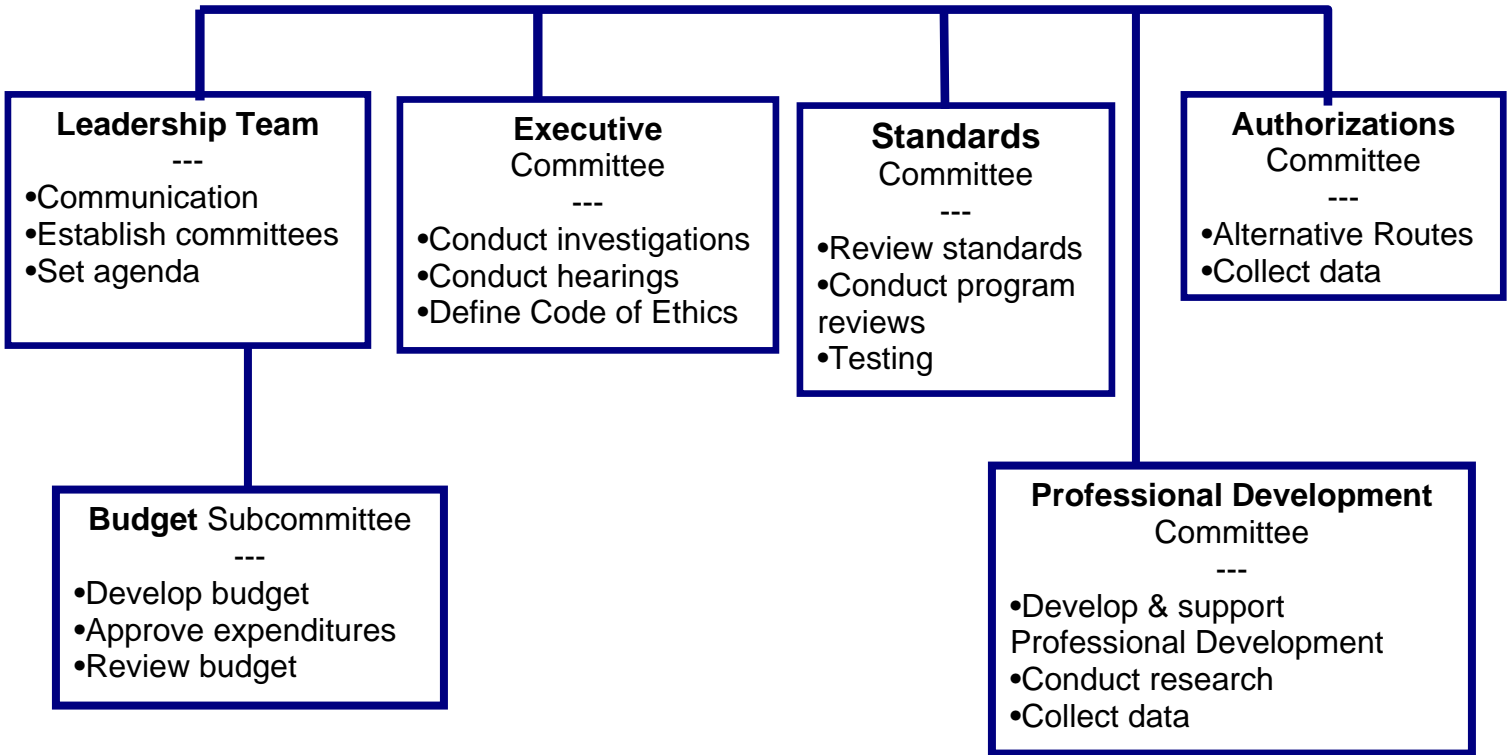
[http://www.sde.idaho.gov/site/teacher\\_certification/accredited.htm](http://www.sde.idaho.gov/site/teacher_certification/accredited.htm)

Current NCATE standards can be reviewed on the following NCATE website:

[www.ncate.org](http://www.ncate.org)

See **Appendix G** for additional information regarding Commission Reports and Resources.

**COMMITTEE ORGANIZATIONAL CHART**



## COMMISSION MEMBER REIMBURSEMENT GUIDELINES

The Professional Standards Commission reimburses reasonable travel costs associated with participation. The following general guidelines help to ensure that Commission funds are directed to their ultimate goal. Participants are encouraged to use the most cost-effective mode of transportation available given the timeframe, safety of the traveler, baggage being transported, etc. Any variation in excess of the guidelines listed below requires previous approval from the Professional Standards Commission administrator in the State Department of Education.

**Mileage:** The current state rate is reimbursed for travel in personal vehicles for activities associated with participation (round-trip from your home in Idaho). Mileage to/from a function from a home outside Idaho or from a vacation location is only reimbursable up to the normal cost of mileage from your Idaho home. To use your vehicle, you must have current insurance.

**Airfare:** Reasonable coach rates will be reimbursed; first class arrangements are reimbursed at the coach rate. Airfare is reimbursed round-trip from the Idaho town in which your home is located. Airfare to/from the meeting from a home outside Idaho or from a vacation location is only reimbursable up to the normal cost of airfare from your Idaho home. Travel should be scheduled in advance to obtain reasonably priced airfares.

**Entertainment:** Entertainment expenses (e.g., in-room movies, event tickets) are not reimbursable.

**Lodging:** Reasonable standard business-class rooms are allowed. When lodging in Boise on Commission business, please contact Professional Standards Commission staff in the State Department of Education at least one week in advance of your stay so we can make lodging arrangements for you in order to direct-bill at government-contract rates.

**Meals:** Meetings with a schedule lasting at least six hours will have a meal provided. Additional meal expenses (including tips) that are necessary due to travel for the Commission will be reimbursed at the actual cost up to or at the maximum state of Idaho meal allowance listed below. In-state travel per-day meal maximum allowance is \$30.00 for full day (three meals).

Individual meals are reimbursed as follows (including tips):

- Breakfast: \$7.50 (Depart 7:00 a.m. or before)
- Lunch: \$10.50 (Depart 11:00 a.m. or before; return 2:00 p.m. or after)
- Dinner: \$16.50 (Depart 5:00 p.m. or before; return 7:00 p.m. or after)

Costs associated with snacks, meals, and beverages in-room, in restaurants, or elsewhere are considered part of the daily meal allowance. Costs for alcohol are not reimbursable.

**Receipts:** Receipts are necessary for all reimbursement items except mileage, tips, and meals within the daily allowances.

**Taxi/Rental Car/Other Ground Transportation:** Reasonable charges for taxis or other ground transportation are allowable. Rental car costs will not be reimbursed. Taxi service to and from airports or between lodging and meeting areas is reimbursable if no hotel shuttle service is available. Participants are encouraged to use the most cost-effective mode of ground transportation available to facilitate participation.

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**Telephone/Internet:** Telephone, internet accessibility, and related expenses will not be reimbursed, except for an allowance for the PSC Chair's cellular telephone which will be reimbursed up to \$25 per month. If the PSC Chair's cellular telephone bill is less than the \$25 maximum, then the lesser amount will be reimbursed.

**Substitute Teacher Costs:** Costs for substitute teachers will not be reimbursed unless authorized by the Professional Standards Commission.

**Questions/Reimbursement Forms:** If you need assistance regarding reimbursement procedures or guidelines, contact the Professional Standards Commission office: (208) 332-6884.



## PARLIAMENTARY PROCEDURE IN COMMISSION MEETINGS

In order to conduct meetings in a fair and orderly manner, the Commission follows modified parliamentary procedure (conducted while members are seated; the chair can participate in debates and voting). A parliamentarian may be appointed to provide advice and guidance during meetings as needed. This is a general guide for members in the process for motions and amendments, which are the most often-used applications of parliamentary procedure in conducting Commission work.

### HANDLING MAIN MOTIONS

- Step 1:** A member addresses the chair.
- Step 2:** The chair recognizes the member.
- Step 3:** The member proposes a main motion.
- Member states, “I move that...”
  - Member prepares and writes the motion on a “General Meeting Motion Sheet”.
- Step 4:** Another member seconds the main motion.
- Step 5:** The chair states the main motion to the assembly.
- This step is called “stating the question”.
  - The chair may also state, “Is there any debate?”
  - The main motion is now the “pending question”.
- Step 6:** The assembly debates the main motion.
- The chair can close debate when there is no further debate or a member can move the “previous question”. This motion (the previous question) requires a second and a two-thirds vote for adoption.
- Step 7:** The chair takes a voice vote on the main motion.
- Step 8:** The chair announces the result of the vote on the main motion.
- A main motion requires a majority affirmative vote to be adopted.

### HANDLING AMENDMENTS

- Step 1:** A member addresses the chair.
- Step 2:** The chair recognizes the member.
- Step 3:** The member proposes an amendment.
- Member states “I move to amend by (adding the words/changing the words to)...”
  - Member writes the amended motion on a “General Meeting Motion Sheet”.
- Step 4:** Another member seconds the amendment.
- Step 5:** The chair states the main motion with the amendment to the assembly.
- The chair states, “It is moved and seconded to...”
  - The chair may also state, “Is there any debate?”
- Step 6:** The assembly debates the amendment.
- Step 7:** The chair takes a voice vote on the amendment.
- “The question is on amending the main motion by..., so that, if the amendment is adopted, the motion will read:...”
- Step 8:** The chair announces the result of the vote on the amendment.
- The motion to amend requires a majority affirmative vote to be adopted.

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- IF an amendment is NOT adopted, proceed using the original main motion (without the amendment). See Steps 6, 7, and 8 on “Handling Main Motions”.

**Step 9:** The assembly debates the main motion as amended.

- “The question is on the adoption of the main motion as amended that...”

**Step 10:** The chair takes a voice vote on the main motion as amended.

- “The question is on the adoption of the main motion as amended that...”

**Step 11:** The chair announces the result of the vote on the main motion as amended.

- “The motion as amended is adopted (or lost).”

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Appendix D  
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**Idaho Statute and State Board Rule**

Idaho Statute  
TITLE 33 EDUCATION  
CHAPTER 12 TEACHERS

33-1205. CERTIFICATE RECORDS AND FEES. (1) The state board of education shall cause to be maintained a record of all certificates issued, showing names, dates of issue and renewal, and if revoked, the date thereof and the reason therefore. A nonrefundable fee shall accompany each application for a prekindergarten through grade twelve (12) certificate, alternate certificate, change in certificate or replacement as follows:

- (a) Original certificate, all types, issued for five (5) years .....\$ 75.00
- (b) Renewal certificate, all types, issued for five (5) years .....\$ 75.00
- (c) Alternate route certificate, all types, issued for one (1) year .....\$ 100.00
- (d) Additions or changes during the life of an existing certificate ..... \$ 25.00
- (e) To replace an existing certificate .....\$ 10.00

(2) The fees specified in subsection (1) of this section shall be in effect through December 31, 2004. On and after January 1, 2005, certificate and related fees shall be as specified by rule of the state board of education.

(3) The fees shall be used by the professional standards commission for payment of the reasonable expenses in performing its duties and responsibilities as approved by the state board of education and not more than thirty-three percent (33%) of the fees may be used by the state department of education to partially defray the cost of the office of certification.

Rules of the Board of Governing Education  
Chapter 02  
08.02.02 – Rules Governing Uniformity

**066. FEES.** The state department of education shall maintain a record of all certificates issued, showing names, dates of issue and renewal, and if revoked, the date thereof and the reason therefore. A nonrefundable fee shall accompany each application for a prekindergarten through grade twelve (12) certificate, alternate certificate, change in certificate or replacement as follows: (3-16-04)

- 01. **Initial Certificate.** All types, issued for five (5) years – seventy-five dollars (\$75) (3-16-04)
- 02. **Renewal Certificate.** All types, issued for five (5) years – seventy-five dollars (\$75) (3-16-04)
- 03. **Alternate Route Authorization.** All types, issued for one (1) year – one hundred dollars (\$100) (3-16-04)
- 04. **Additions Or Changes During the Life Of An Existing Certificate.** Twenty-five dollars (\$25) (3-16-04)
- 05. **To Replace An Existing Certificate.** Ten dollars (\$10) (3-16-04)

## PROCEDURE FOR REVISING AND ADOPTING CERTIFICATION PROCEDURES AND STANDARDS FLOWCHART

### STAGE 1 – Preparation Period

#### Timeline: Starting preferably one year in advance

1. Professional Standards Commission committee gathers information about proposed State Board of Education Rule.
2. Committee determines final proposal concerning a proposed board rule and sends proposal to full Commission for approval at regularly scheduled meeting.
3. Full Commission approves or disapproves. If disapproved, send it back to the committee for corrections.
4. Committee makes corrections and makes new proposal to Commission. Commission approves the proposal.
5. Commission holds input hearings via teleconference\video conference. Input is sent to the committee for review.
6. Committee makes corrections and sends the corrected proposal to the Commission.
7. Commission approves corrected proposal and sends it to the State Board for approval.
8. Professional Standards Commission staff takes appropriate paper work to the State Division of Financial Management and Governor's office for approval.

### STAGE 2 – Proposed Rule

#### Timeline: Completion no later than August

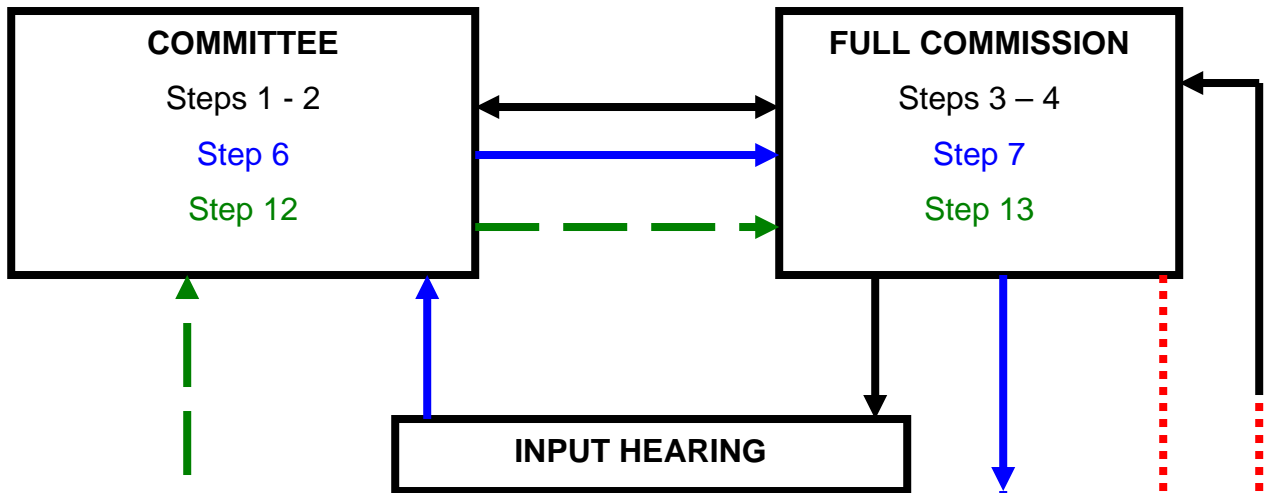
9. Proposed rule is presented at June State Board of Education scheduled meeting.
10. If Board approves the proposed rule, it is published in August.
11. After publishing, there is a period of time for written comments; or, if 25 people, political subdivision or other state agency requests a hearing, a hearing will be held.
12. Input from public hearings or written comments go back to the Professional Standards Commission and the committee.
13. Professional Standards Commission sends back to the Board with an amended proposed rule no later than August.

#### Timeline: October State Board of Education Meeting

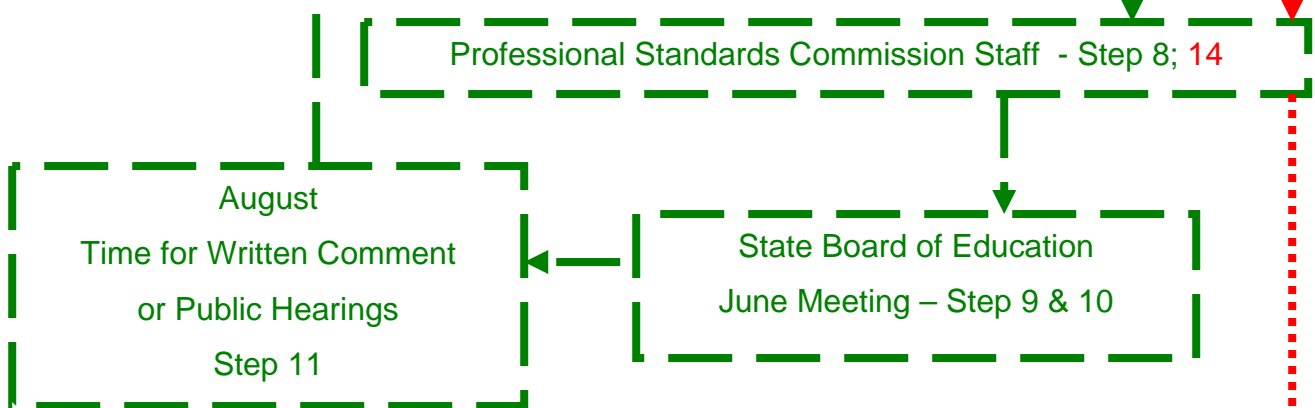
14. Professional Standards Commission staff prepares proposed rule as a pending rule; latest date is the October State Board meeting. Pending rule printed in November.
15. Legislature reviews pending rules. They can approve or disapprove. If one legislative body approves and the other body disapproves, the rule is approved.
16. If approved, the pending rule becomes a Board rule when the legislature adjourns.
17. If legislature disapproves, it goes back to Stage 1 and starts over again.

STATE DEPARTMENT OF EDUCATION  
**PROCEDURE FOR REVISING AND ADOPTING CERTIFICATION  
 PROCEDURES AND STANDARDS FLOWCHART**

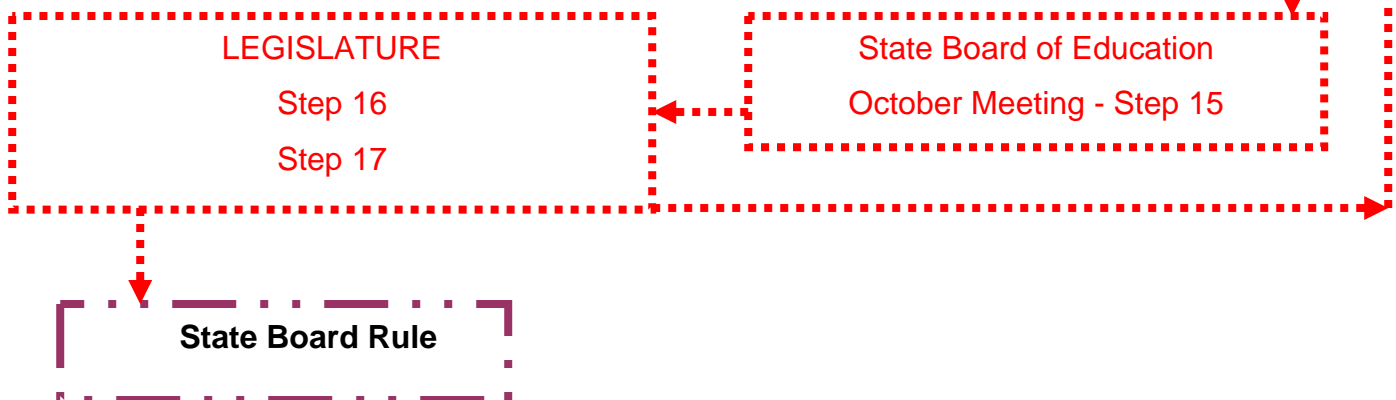
**STAGE 1 – Preparation Period - See written narrative for explanation of each step.  
 Timeline: Starting preferably one year in advance**



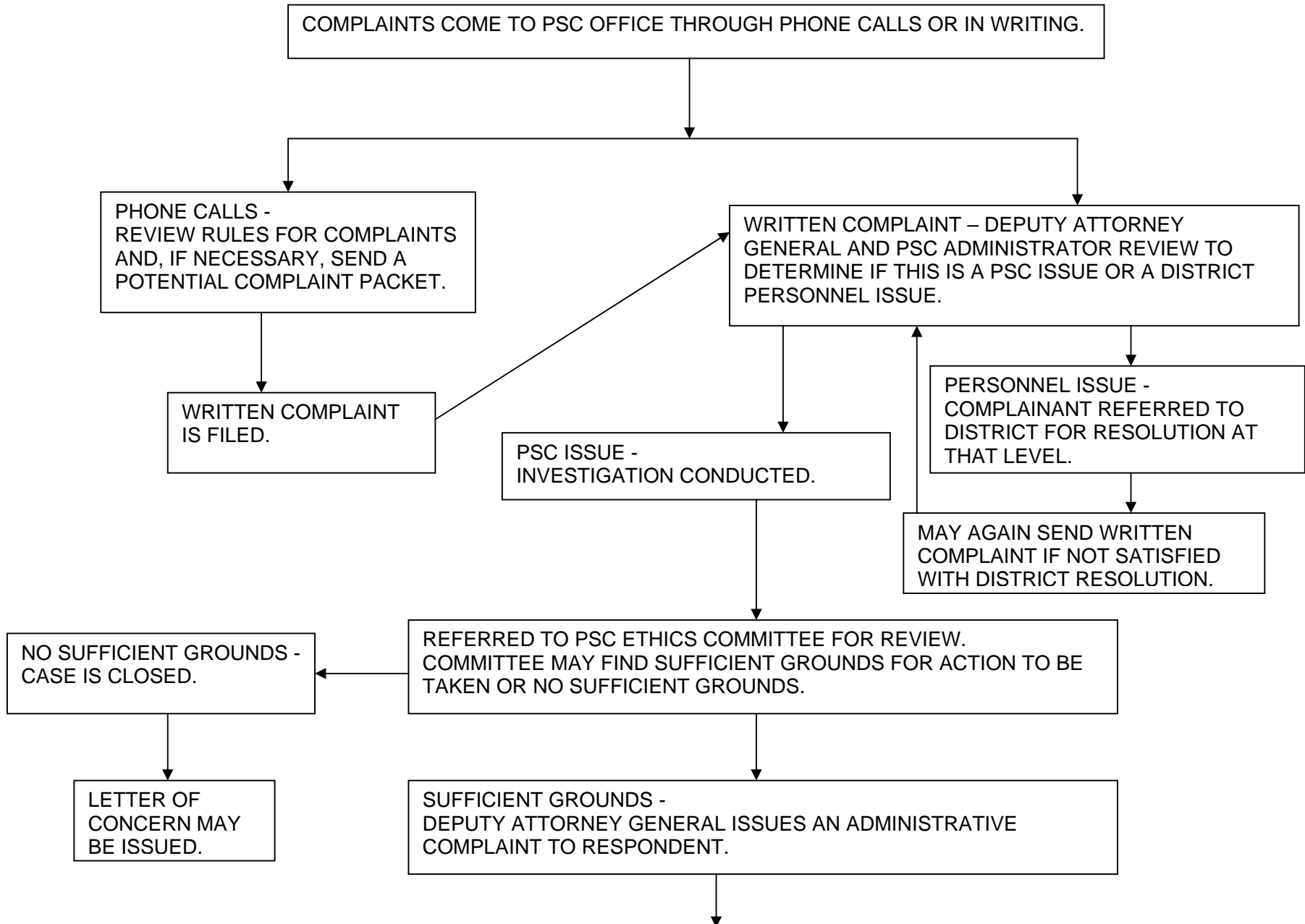
**STAGE 2 – Proposed Rule. Timeline: Completion no later than August**



**STAGE 3 – Pending Rule. Timeline: October State Board of Education Meeting**



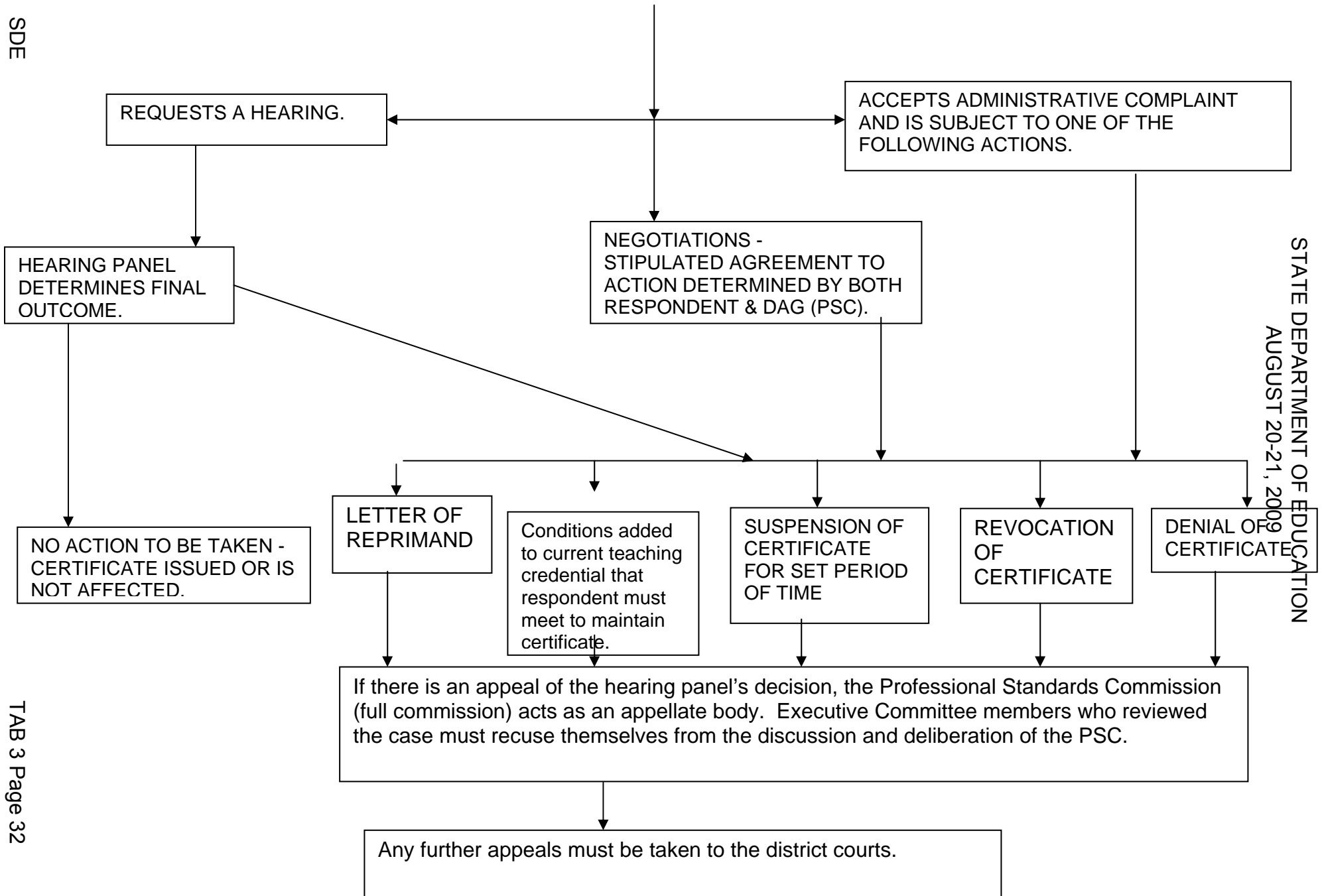
# Appendix F: INVESTIGATIVE FLOWCHART



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# INVESTIGATIVE FLOWCHART CONTINUED

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## Appendix G:

### COMMISSION REPORTS AND RESOURCES

Current Commission materials, reports, and resources are also available on the State Department of Education website at Teacher Certification:

[http://www.sde.idaho.gov/site/teacher\\_certification/](http://www.sde.idaho.gov/site/teacher_certification/)

Posted material includes:

- Commission meeting schedule and agendas
- Approved Commission meeting minutes
- Standards for Certification of Professional School Personnel (approved standards)
- Copies of draft standards and rubrics
- Notification of upcoming input hearings
- Code of Ethics for Idaho Professional Educators
- Annual certification statistical reports
- Certification manual
- Links to Idaho statute related to the Professional Standards Commission and teaching in Idaho



Appendix H:

Request for Funds Form

Date of Request \_\_\_\_\_

Name of Person Requesting Funds \_\_\_\_\_

Amount Requested \_\_\_\_\_

Reason for Request \_\_\_\_\_

Description of how the expenditure relates to the Strategic Plan \_\_\_\_\_

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This section for authorized use only ~

Reviewed by \_\_\_\_\_ Date request reviewed \_\_\_\_\_

Approved / Not Approved (circle the one that applies) Date approved \_\_\_\_\_

Reason for non-approval \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



STATE OF IDAHO  
**PROFESSIONAL STANDARDS COMMISSION**  
STATE DEPARTMENT OF EDUCATION  
PO BOX 83720  
BOISE, IDAHO 83720-0027

## Guidelines: PSC Budget Expenditure Request Process

### SPENDING WITHIN APPROVED BUDGET LINE

Individual purchases must be pre-approved, even though the annual budget has been approved by the PSC. If a PSC member or committee would like to expend funds within the approved category, here is the process:

1. PSC member or committee chair emails a request to the PSC Budget coordinator ([krhodenbaugh@sde.idaho.gov](mailto:krhodenbaugh@sde.idaho.gov)) that includes:
  - A description of the item or service to be purchased;
  - The estimated cost and source of estimate; and
  - The budget category into which the proposed expense falls.
2. Budget coordinator will review the request, including:
  - Ensuring that the appropriate funds are available;
  - Fill out the Request for Funds Form
  - Reviewing the request with the PSC administrator; and
  - Processing any appropriate SDE purchase approvals (including PSC administrator signature).
3. Budget coordinator will email the member/committee chair who made the request when the approval process is complete.

### SPENDING NOT APPROVED IN THE CURRENT BUDGET

If a member/committee wishes to incur an expense that has not been included in the approved budget, or in an amount in excess of the approved amount, here is the process:

1. PSC member or committee chair emails a request to Budget coordinator ([krhodenbaugh@sde.idaho.gov](mailto:krhodenbaugh@sde.idaho.gov)) that includes:
  - A description of the item or service to be purchased;
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2. Budget coordinator will review the request with the PSC administrator (and any other appropriate staff and/or PSC chair).
3. Budget coordinator will prepare a recommendation for the PSC Leadership Team to review (including the line item from which the funds could be moved).

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4. The PSC Leadership Team will review the request and staff recommendation, develop a committee recommendation, and then present the request to the Commission for approval.

**SPENDING IN URGENT/EMERGENCY SITUATIONS**

Every effort will be made to plan and manage spending of PSC funds as outlined in these guidelines. In rare circumstances, decisions must be made in a shorter period of time than these processes will allow. In those circumstances, the PSC administrator will determine the appropriateness of purchases made on behalf of the PSC, in collaboration with the PSC and Budget Subcommittee chairs when possible. Urgent/Emergency spending will be conducted within State guidelines and will be summarized and presented to the Leadership Team and PSC at the next scheduled meeting.

**NOTE:** Do not make any purchase (or commit any funds) until you have received notification in writing from Budget coordinator that the purchase has been approved. The State has very specific processes through which we can make purchases.

STATE DEPARTMENT OF EDUCATION  
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STATE OF IDAHO  
**PROFESSIONAL STANDARDS COMMISSION**  
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STATE DEPARTMENT OF EDUCATION  
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**SPENDING IN URGENT/EMERGENCY SITUATIONS**

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**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**SUBJECT**

Proposed Change to IDAPA 08.02.02.016, Rules Governing Uniformity- Idaho Educator Credential.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1201, 33-1204 and 33-1206, Idaho Code

**BACKGROUND/ DISCUSSION**

In January 2007, Superintendent Luna envisioned implementing a math initiative that would increase student achievement for all students, better preparing students for the workforce or post secondary education. A 17 member task force was developed to research and develop the necessary focus areas to make this goal a reality. One of the critical focus areas is teacher education, allowing the necessary changes to take place in instructional approaches.

Students in the United States, traditionally, have been taught mathematics using procedural methods in which little room has been left for variation of processes. There has been an effort in other countries to focus instruction on developing conceptual understanding instead of the procedures that we focus on in the US. These other countries surpass the US in international exams.

A professional development opportunity has been developed in a three (3) credit course called Mathematical Thinking for Instruction (MTI). The foundation for the course is to focus on Teaching for Understanding and building mathematical thinking for students. Instructors emphasize five underlying principles of the course and encourage teachers to carry them out back in their classrooms. They include: taking students ideas seriously, pressing students conceptually, encouraging multiple strategies, addressing misconceptions, and focusing on the structure of the mathematics. Participants in the course increase both their content knowledge and their pedagogical knowledge.

Three MTI classes have been developed at the request of Idaho educators. The three classes are grade level specific including; K-3, 4-8, 6-12. Teachers and administrators shall take one of the three courses developed that most closely aligns with their current assignment prior to September 1, 2014. Teachers are expected to take what is learned in the MTI class back to their classrooms and implement those practices in their instruction. Follow up support is being provided by regional math specialists and online webinars.

The Institute for Developing Mathematical Thinking through the Boise State Center for School Improvement is working with the State Department of Education to implement this portion of the math initiative. The Director, Dr. Jonathan Brendefur, in conjunction with the SDE math coordinator, is working with instructors across the state to ensure the quality of instruction is consistent.

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**IMPACT**

A five (5) year timeline has been established for over 10,000 educators to get through the MTI course. The I-DMT and the SDE are also working with other post secondary educational institutions to ensure the sustainability is in place for after the initial five (5) year phase. At this point only in-service teachers will be required to participate in this professional development opportunity. Priority will be given to public school math teachers for the first three years. The State Department of Education will provide stipends for the certified instructors, 3 university credits for participants successfully completing the requirements of the course, and course materials for participants. The funding for this is provided through the Idaho Math Initiative State Funding.

**ATTACHMENTS**

Attachment 1 – Proposed Change to IDAPA 08.02.02.016, Rules Governing Uniformity- Idaho Educator Credential. Page 5

**BOARD ACTION**

A motion to approve the proposed amendments to IDAPA 08.02.02.016 Rules Governing Uniformity-Idaho Educator Credential as submitted.

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

**STATE DEPARTMENT OF EDUCATION  
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**IDAHO ADMINISTRATIVE CODE**  
**State Board of Education**

**IDAPA 08.02.02**  
**Rules Governing Uniformity**

**016. IDAHO EDUCATOR CREDENTIAL.**

The State Board of Education authorizes the State Department of Education to issue certificates and endorsements to those individuals meeting the specific requirements for each area provided herein. (Section 33-1201, Idaho Code) (3-16-04)(\_\_\_\_)

**01. Renewal Requirement - Mathematics In-service Program.** In order to recertify, the state approved mathematics instruction course titled "Mathematical Thinking for Instruction" shall be required. The Mathematical Thinking for Instruction consists of three (3) credits (or forty-five [45] contact hours of in-service training). Teachers and administrators shall take one of the three courses developed that each teacher deems to be most closely aligned with their current assignment prior to September 1, 2014. Successful completion of state approved mathematics instruction course shall be a one-time requirement for renewal of certification for those currently employed in an Idaho school district and shall be included within current requirements for continuing education for renewal. (\_\_\_\_)

**a.** Each teacher holding an Early Childhood/Early Childhood Special Education Blended Certificate (Birth- Grade 3) who is employed in an elementary classroom (multi-subject classroom, K-8) shall successfully complete the Mathematical Thinking for Instruction course in order to recertify; (\_\_\_\_)

**b.** Each teacher holding a Standard Elementary Certificate (K-8) shall successfully complete the Mathematical Thinking for Instruction course in order to recertify; (\_\_\_\_)

**c.** Each teacher holding a Standard Secondary Certificate (6-12) teaching in a math content classroom (grade six through grade twelve) including Title I classrooms shall successfully complete the Mathematical Thinking for Instruction course in order to recertify; (\_\_\_\_)

**d.** Each teacher holding a Standard Exceptional Child Certificate (K-12) shall successfully complete the Mathematical Thinking for Instruction course in order to recertify; (\_\_\_\_)

**e.** Each school administrator holding an Administrator Certificate (PreK-12) shall successfully complete the Mathematical Thinking for Instruction course in order to recertify; (\_\_\_\_)

**02. Out-of-State Applicants.** Out-of-state applicants shall take the state approved mathematics instruction course titled "Mathematical Thinking for Instruction" as a certification requirement. The Mathematical Thinking for Instruction consists of three (3) credits (or forty-five [45] contact hours of in-service training). (\_\_\_\_)



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**STATE DEPARTMENT OF EDUCATION**  
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**SUBJECT**

Proposed Change to IDAPA 08.02.02.029, Rules Governing Uniformity-Consulting Teacher Endorsements.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1258, Idaho Code

**BACKGROUND/ DISCUSSION**

The Idaho Math Initiative is offering a professional development opportunity for math educators and administrators. Research shows that in order for a professional development opportunity to be successfully implemented, follow up opportunities must be made available. As part of the math initiative, the follow up support includes working closely with regional math specialists and district instructional coaches. To ensure that qualified educators are conducting this additional follow up support, a mathematical consulting teacher endorsement has been developed.

Many teachers that have taken the Mathematical Thinking for Instruction (MTI) course during the first year of implementation have requested additional classes in this field of study. The State Department of Education conducted a fall math and business conference and two additional meetings (April, 2008 and May, 2009) with post-secondary institutions to address the need for increased opportunities in professional development in the area of mathematics. Meeting participants included representatives from the College of Southern Idaho, Idaho State University, Northwest Nazarene University, University of Idaho, Boise State University, BYU Idaho, College of Idaho, and Lewis Clark State College. The participating institutions (pending university approval), will cooperate in developing these courses, which can be administered by any of the institutions.

During these meetings, course work for the Mathematics Consulting Teacher endorsement was discussed. The endorsement shall include a minimum of 20 credits with coursework covering the full series of Mathematics Thinking for Instruction (MTI) Classes, Geometry & Measurement, Algebraic Reasoning, and Data Analysis & Probability. The MTI courses have already been developed and the other courses will be developed in cooperation with all of the participating institutions of higher education and the State Department of Education. One primary goal of the endorsement program is to produce exemplar teachers, who will lead and build the knowledge of their colleagues throughout the state of Idaho.

**IMPACT**

Funding for the development of these courses will be sought through state and federal moneys (e.g. Math Science Partnership, National Science Foundation, Department of Education, Math Initiative, etc.) This project is sustainable because the cost of ongoing course delivery will come from the course tuitions paid by the participants.

**STATE DEPARTMENT OF EDUCATION  
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**ATTACHMENTS**

Attachment 1 – Proposed Change to IDAPA 08.02.02.029, Rules Governing  
Uniformity- Consulting Teacher Endorsements. Page 3

**BOARD ACTION**

A motion to approve the proposed amendments to IDAPA 08.02.02.029 Rules  
Governing Uniformity – Consulting Teacher Endorsements.

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

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**IDAHO ADMINISTRATIVE CODE  
State Board of Education**

**IDAPA 08.02.02  
Rules Governing Uniformity**

**029. CONSULTING TEACHER ENDORSEMENTS.**

~~01.~~ **Technical Assistance to Teachers.** Consulting teachers provide technical assistance to teachers and other staff in the school district with regard to the selection and implementation of appropriate teaching materials, instructional strategies, and procedures to improve the educational outcomes for students with exceptional needs. They may also provide direct intervention for students with significant needs. (4-11-06)(\_\_\_\_)

**01. Special Education Consulting Teacher**

**02. a. Eligibility for a Special Education Consulting Teacher Endorsement.** To be eligible for a Special Education Consulting Teacher endorsement on the Standard Exceptional Child Certificate, the Early Childhood /Early Childhood Special Education Blended Certificate (Birth-Grade 3), the Standard Elementary Certificate or the Standard Secondary Teaching Certificate, a candidate must have satisfied the following requirements: (3-16-04)(\_\_\_\_)

**a. i.** Education requirements. Qualify for or hold a Standard Exceptional Child Certificate and qualify for or hold a Standard Elementary Certificate, Standard Secondary Certificate, or Early Childhood/Early Childhood Special Education Blended Certificate (Birth-Grade 3). Plus completion, in an accredited college or university, of a master's degree or an approved fifth year program as defined by the Idaho State Board of Education, and have demonstrated competencies in the following areas: Assessment of learning behaviors; Individualization of instructional programs based on educational diagnosis; Behavioral and/or classroom management techniques; Program implementation and supervision; Knowledge in use of current methods, materials and resources available and management and operation of media centers; Ability in identifying and utilizing community or agency resources and support services; and Counseling skills and guidance of professional staff. (4-11-06)(\_\_\_\_)

**b. ii.** Experience. Completion of a minimum of three (3) years' teaching experience, at least two (2) years of which must be in a special education classroom setting. (3-16-04)(\_\_\_\_)

**e. iii.** Letter of Recommendation. Provide a letter of recommendation from the superintendent of a school district that provides verification of demonstrated competencies in the following areas: assessment of learning behaviors; individualization of instructional programs based on educational diagnosis; behavioral and/or classroom management techniques; program implementation and supervision; knowledge in use of current methods, materials and resources available and management and operation of media centers; ability in identifying and utilizing community or agency resources and support services; and counseling skills and guidance of professional personnel and three (3) years of successful experience as a special education teacher working with classroom teachers in elementary or secondary schools; and (4-11-06)(\_\_\_\_)

**d. iv.** Three (3) years of successful experience as a special education teacher working with classroom teachers in elementary or secondary schools. (4-11-06)(\_\_\_\_)

**02. Mathematics Consulting Teacher**

**a. Eligibility for a Mathematics Consulting Teacher Endorsement.** To be eligible for a Mathematics Consulting Teacher endorsement on the Standard Elementary Certificate, Standard Secondary Certificate, Standard Exceptional Child Certificate, or Early Childhood/Early Childhood Special Education Blended Certificate (Birth-Grade 3), a candidate must have satisfied the following requirements: (\_\_\_\_)

**i.** Education requirements. Qualify for or hold a Standard Elementary Certificate, Standard Secondary Certificate, Standard Exceptional Child Certificate, or Early Childhood/Early Childhood Special Education Blended Certificate (Birth-Grade 3) and have demonstrated competencies in the following areas through a minimum of twenty (20) semester credit hours of coursework. (\_\_\_\_)

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The competencies are centered on four emphases: Big Ideas in Mathematics, Proof and Argumentation, Mathematics Knowledge for Teaching, and Rich Tasks. Coursework required includes the full series of Mathematics Thinking for Instruction (MTI) ,Geometry & Measurement, Algebraic Reasoning, and Data Analysis & Probability. ( )

**ii.** Experience. Completion of a minimum of three (3) years' teaching experience. ( )

**iii.** Assessment of performance. Prior to being granted the Mathematics Consulting Teacher endorsement, candidates must have proof of successful performance through teacher portfolios. These portfolios will include both quantitative and qualitative measurements such as pre- and post-interviews, teacher knowledge inventories, classroom video, lesson plans, and student work samples. ( )

**STATE DEPARTMENT OF EDUCATION**  
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**SUBJECT**

Proposed Rule - IDAPA 08.02.03.105- High School Graduation Requirements.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative Code, IDAPA 08.02.03. – Section 105, High School Graduation Requirements

**BACKGROUND/DISCUSSION**

This revision to IDAPA 08.02.03.105 includes a number of changes described below:

The State Department of Education continues to field numerous calls regarding the number of instructional hours necessary to grant a high school credit. Currently state law does not define this. This question has become more prevalent as districts look at adopting a variety of different scheduling alternatives to meet the demands of NCLB and the new increased graduation requirements established by the State Board of Education. To provide districts with the guidance necessary to establish their instructional calendars, as well as for consistency of credit hours for transferability, we are recommending that the State Board of Education adopt a minimum of 60 hours of instruction per credit. The 60 hours is in line with a Carnegie Unit which is the national standard for contact time with an instructor to earn a credit at the secondary level. This change also includes a waiver process for those districts who would like to require less than 60 hours of total instruction but can substantiate a legitimate reason for doing so. Currently all but three school districts in the state of Idaho require 60 hours of instruction or more per credit.

In addition to establishing a number of hours per credit, the State Department of Education would like to establish a policy for mastery of a subject. Research and national trends in secondary education are moving many states towards policies that allow for granting credit based on mastery rather than traditional seat time. This change in policy would give districts the flexibility to establish mastery policies that would provide students the opportunity to challenge courses that they are knowledgeable in and focus on courses that they may need more assistance in or on courses where they may want to spend more time exploring.

Currently, IDAPA 08.02.03.105 allows for students at the middle school to earn high school credit in Math and Science courses as long as that course meets the same standards that are required in high school. We would like to expand this opportunity to all subject areas.

**ATTACHMENTS**

Attachment 1 – Proposed Change to IDAPA 08.02.03 – Section 105      Page 3

**STATE DEPARTMENT OF EDUCATION**  
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**BOARD ACTION**

A motion to approve the proposed amendments to Idaho Administrative Code, IDAPA 08.02.03 – Section 105, High School Graduation Requirements.

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

**STATE DEPARTMENT OF EDUCATION  
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**IDAHO ADMINISTRATIVE CODE**  
**State Board of Education**

**IDAPA 08.02.03**  
**Rules Governing Thoroughness**

**105. HIGH SCHOOL GRADUATION REQUIREMENTS.**

A student must meet all of the requirements identified in this section before the student will be eligible to graduate from an Idaho high school. The local school district or LEA may establish graduation requirements beyond the state minimum. ( )

**01. Credit Requirements.** The State minimum graduation requirement for all Idaho public high schools is forty-two (42) ~~semester~~ credits. The forty-two (42) ~~semester~~ credits must include twenty-five (25) ~~semester~~ credits in core subjects as identified in Paragraphs 105.01.~~ac.~~ through 105.01.~~fh.~~ All credit-bearing classes must be aligned with state high school standards in the content areas for which standards exist. For all public school students who enter high school at the 9th grade level in Fall 2009 or later, the minimum graduation requirement will be forty-five (45) ~~semester~~ credits and must include twenty-nine (29) ~~semester~~ credits in core subjects as identified in Paragraphs 105.01.~~ab.~~ through 105.01.~~fg.~~ ( )

**a. Credits.** (Effective for all students who enter the ninth grade in the fall of 2010 or later.) One credit shall equal sixty (60) hours of total instruction. School districts or LEA's may request a waiver from this provision by submitting a letter to the State Department of Education for approval, signed by the superintendent and chair of the board of trustees of the district or LEA. The waiver request shall provide information and documentation that substantiates the school district or LEA's reason for not requiring sixty (60) hours of total instruction per credit. ( )

**b. Mastery.** Students may also achieve credits by demonstrating mastery of a subject's content standards through one or more of the following as defined and approved by the local school district or LEA: ( )

**i.** Successfully passes a local school district or LEA end of course assessment with a minimum score of eighty (80) percent correct; ( )

**ii.** Provides sample of work or other evidence which demonstrates equivalent knowledge or skill to that which would be gained by taking the course; ( )

**iii.** Provides documentation of prior learning activities or experiences (e.g., certification of training, letters, diplomas, awards, etc.) which demonstrates equivalent knowledge or skill to that which would be gained by taking the course. ( )

**~~a-c.~~** Secondary Language Arts and Communication. Nine (9) ~~semester~~ credits are required, that include e~~Eight (8) ~~semester~~ credits of instruction in Language Arts. Each year of Language Arts shall consist of language study, composition, and literature and be aligned to the Idaho Content Standards for the appropriate grade level; including e~~One (1) ~~semester~~ credit of instruction in communications consisting of oral communication and technological applications that includes a course in speech, a course in debate, or a sequence of instructional activities that meet the Idaho Speech Content~~state high school communications s~~Standards requirements. ( )

**~~b.d.~~** Mathematics. Four (4) ~~semester~~ credits are required. Secondary mathematics includes Applied Mathematics, Business Mathematics, Algebra, Geometry, Trigonometry, Fundamentals of Calculus, Probability and Statistics, Discrete Mathematics, and courses in mathematical problem solving and reasoning. ( )

**~~i.~~** If a student completes any required high school course with a grade of C or higher before entering grade nine (9), and if that course meets the same standards that are required in high school, then the student has met the high school content area requirement for such course. However, the student must complete the required four (4) credits of high school math in addition to the courses completed in middle school. (SD-0805)



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~~ii.i.~~ For all public school students who enter high school at the 9th grade level in Fall 2009 or later, six (6) semester credits are required. For such students, secondary mathematics includes instruction in the following areas: ( )

(1) Two (2) ~~semester~~ credits of Algebra I or courses that meet the Idaho Algebra I Content sStandards as approved by the State Department of Education; ( )

(2) Two (2) ~~semester~~ credits of Geometry or courses that meet the Idaho Geometry Content sStandards as approved by the State Department of Education; and ( )

(3) Two (2) ~~semester~~ credits of mathematics of the student's choice. ( )

(4) Two (2) ~~semester~~ credits of the required six (6) ~~semester~~ credits of mathematics must be taken in the last year of high school. ( )

~~e.c.~~ Science. Four (4) ~~semester~~ credits are required, two (2) of which will be laboratory based. Secondary sciences include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences. ( )

i. Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later, six (6) ~~semester~~ credits will be required. Secondary sciences include instruction in the following areas: biology, physical science or chemistry, and earth, space, environment, or approved applied science. Four (4) ~~semester~~ credits of these courses must be laboratory based. ( )

~~ii.~~ ~~If a student completes any required high school course with a grade of C or higher before entering grade nine (9), and if that course meets the same standards that are required in high school, then the student has met the high school content area requirement for such course. However, the student must complete the required number of semester credits of high school science in addition to the courses completed in middle school. ( )~~

~~d.f.~~ Social Studies. Five (5) ~~semester~~ credits are required, including government (two (2) ~~semester~~ credits), United States history (two (2) ~~semester~~ credits), and economics (one (1) ~~semester~~ credit). ~~Current world affairs and geography will be integrated into all social studies instruction.~~ Courses such as geography, sociology, psychology world affairs, and world history may be offered as electives, but are not to be counted as a social studies requirement. ( )

~~e.g.~~ Humanities. Two (2) ~~semester~~ credits are required. Humanities courses include instruction in ~~interdisciplinary humanities~~, visual and performing arts, music, theatre, dance or world language aligned to the Idaho content standards for those subjects. Other courses such as world literature, world history, philosophy, architecture, or comparative world religions may satisfy the humanities standards if the course is aligned to the Idaho Interdisciplinary Humanities Content Standards. ~~syllabus is approved by the State Department of Education as being aligned with the Humanities Standards.~~ ( )

~~f.h.~~ Health/Wellness. One (1) ~~semester~~ credit is required. Course must be aligned to the Idaho Health Content Standards ~~focus on positive health habits.~~ ( )

**02. AchievementContent Standards.** Each student shall meet locally established subject area standards (using state content standards as minimum requirements) demonstrated through various measures of accountability including examinations or other measures. ( )

**06. 03. College Entrance Examination.** (Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later.) A student must take one (1) of the following college entrance examinations before the end of the student's eleventh grade year: COMPASS, ACT or SAT. Scores must be included in the Learning Plan. ( )

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**07.04. Senior Project.** (Effective for all public school students who enter high school at the 9th grade level in Fall 2009 or later.) A student must complete a senior project by the end of grade twelve (12). The project must ~~also~~ include a written report and an oral presentation. Additional requirements for a senior project are at the discretion of the local school district or LEA. ( )

**05. Middle School.** If a student completes any required high school course with a grade of C or higher before entering grade nine (9), and if that course meets the same standards that are required in high school, then the student has met the high school content area requirement for such course. However, the student must complete the required number of credits in all high school core subjects as identified in subsections b-g in addition to the courses completed in middle school. ( )

**03.06. Proficiency.** Each student must achieve a proficient or advanced score on the Grade 10 Idaho Standards Achievement Test (ISAT) in math, reading and language usage in order to graduate. For all public school students who enter high school at the 9th grade level in the Fall 2009 or later, each student must also achieve a proficient or advanced score on the science portion of the ISAT in order to graduate. A student who does not attain at least a proficient score prior to graduation may appeal to the school district or LEA, and will be given an opportunity to demonstrate proficiency of the content standards through some other locally established mechanism. All locally established mechanisms used to demonstrate proficiency will be forwarded to the State Board of Education for review and information. Districts with alternate measures on file with the Board on the effective date of this rule must re-submit their plans to the Board. Alternate mechanisms must be re-submitted to the Board when changes are made in their plans. ( )

- a. Before entering an alternate measure, the student must be: (4-2-08)
  - i. Enrolled in a special education program and have an Individual Education Plan (IEP); or (3-20-04)
  - ii. Enrolled in an Limited English Proficient (LEP) program for three (3) academic years or less; or (3-20-04)
  - iii. Enrolled in the fall semester of the senior year. (3-20-04)
- b. The measure must be: ( )
  - i. Aligned at a minimum to tenth grade state content standards; (3-20-04)
  - ii. Aligned to the state content standards for the subject matter in question; ( )
  - iii. Valid and reliable; and ( )
  - iv. Ninety percent (90%) of the criteria of the measure, or combination of measures, must be based on academic proficiency and performance. (3-20-04)
- c. A student is not required to achieve a proficient or advanced score on the ISAT if: ( )
  - i. The student received a proficient or advanced score on an exit exam from another state that requires a standards-based exam for graduation. The state's exit exam must approved by the State Board of Education and must measure skills at the tenth grade level and be in comparable subject areas to the ISAT; ( )
  - ii. The student completes another measure established by a school district or LEA and received by the Board as outlined in Subsection 105.03; or ( )
  - iii. The student has an IEP that outlines alternate requirements for graduation or adaptations are recommended on the test; ( )

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iv. The student is considered an LEP student through a score determined on a language proficiency test and has been in an LEP program for three (3) academic years or less; ( )

**05.07. Special Education Students.** A student who is eligible for special education services under the Individuals With Disabilities Education Improvement Act must, with the assistance of the student's Individualized Education Program (IEP) team, refer to the current Idaho Special Education Manual for guidance in addressing graduation requirements. ( )

**04.08. Foreign Exchange Students.** Foreign exchange students may be eligible for graduation by completing a comparable program as approved by the school district or LEA. ( )

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**SUBJECT**

Temporary and Proposed Rule – 08.02.03.109 Rules Governing Thoroughness –  
Special Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-116, 33-2002, Idaho Code  
20 U.S.C, Section 1412; Individuals with Disabilities Education Act (IDEA)

**BACKGROUND/DISCUSSION**

Section 109 of the Rules Governing Thoroughness include some of the basic requirements of the state and school districts provision of special education as required under the Individuals with Disabilities Education Act (IDEA). The proposed changes to this rule provide greater clarity to these rules and reduce confusion.

- In subsection 03 Eligibility for Special Education references to noncategorical eligibility have been struck; Idaho and IDEA do not have noncategorical eligibility.

- This change also removes subsection 109.02.d. which addresses the IDEA requirement for proportionate expenditures to serve home school students with disabilities. This subsection extends beyond the IDEA regulations which define the requirement for proportionate expenditures based on the number of students with disabilities who are parentally-placed in a private school. Subsection d applies the proportionate expenditure beyond IDEA requirement to include home school students which would be incalculable for the district as well as being in conflict with IDEA and the use of a district's special education funds. The intended purpose of this subsection is covered in other rules and regulations, making this subsection unnecessary and misleading.

- A new item has been added to this temporary and proposed rule defining the Idaho Special Education Manual and officially establishing it as the adopted policies and procedures for special education in Idaho. IDEA (20 U.S.C, Section 1412) requires that states and districts establish policies, procedures and criteria – in accordance, Idaho developed the Special Education Manual (the manual was initially developed prior to 2001 and has undergone periodic revisions). One of the groups that provide technical assistance to Idaho related to Special Education has recommended that the Manual be reviewed and officially adopted by the Idaho State Board of Education (the state education agency).

This rule is temporary as well as proposed because of the need for compliance with federal regulations.

**ATTACHMENTS**

Attachment 1 – Temporary and Proposed Rule 08.02.03.109

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**BOARD ACTION**

A motion to approve the temporary and proposed rule IDAPA 08.02.03.109 Rules Governing Thoroughness – Special Education

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

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**IDAHO ADMINISTRATIVE CODE**  
**State Board of Education**

**IDAPA 08.02.03**  
**Rules Governing Thoroughness**

**109. SPECIAL EDUCATION.**

- 01. Definitions.** The following definitions apply only to Section 109 of these rules. (4-5-00)
- a.** Adult student. A student who is eligible for special education, is eighteen (18) years of age or older and to whom special education rights have transferred. (4-5-00)
  - b.** Department. State Department of Education. (4-5-00)
  - c.** Due process hearing. An administrative hearing that is conducted to resolve disputes. ( )
    - i. Regular due process hearing regarding issues on any matter related to identification, evaluation, placement, or the provision of a free appropriate public education except for disputes concerning discipline for which an expedited hearing may be requested under the Individuals with Disabilities Education Act. ( )
    - ii. Expedited due process hearing resolves disputes concerning discipline for which shortened time lines are in effect in accordance with the Individuals with Disabilities Education Act. ( )
  - ed.** Education agency. Each school district and other public agency that is responsible for providing special education and related services to students with disabilities, including the Department of Juvenile Corrections and the Idaho School for the Deaf and Blind. (4-5-00)
  - ~~**d.** Expedited due process hearing. An administrative hearing to resolve disputes concerning discipline for which shortened time lines are in effect in accordance with the Individuals with Disabilities Education Act. (4-5-00)~~
  - e.** Governing special education requirements. Sections 33-201, 33-2001 through 2002, 33-2004 through 2005, and 33-2010, Idaho Code; Section 109 of these rules; the Individuals with Disabilities Education Act (IDEA), Parts A and B, (20 U.S.C., Sections 1400-1419); IDEA Regulations (34 C.F.R. Part 300); Idaho Special Education Manual policies and procedures the State Department of Education is required to adopt to meet the eligibility requirements of 20 U.S.C, Section 1412; and special education case law that sets precedence in Idaho.(4-5-00)
  - f.** Idaho Special Education Manual. Policies and procedures, as approved and adopted by the State Board of Education, that are consistent with state and federal laws, rules, regulations, and legal requirements to meet the eligibility requirements of 20 U.S.C, Section 1412. ( )
  - ~~**f.** Regular due process hearing. An administrative hearing that is conducted to resolve disputes on any matter related to identification, evaluation, placement, or the provision of a free appropriate public education except for disputes concerning discipline for which an expedited hearing may be requested under the Individuals with Disabilities Education Act. (4-5-00)~~
  - g.** Special education. Specially designed instruction as defined by the Individuals with Disabilities Education Act or speech-language pathology services to meet the unique needs of a special education student. (4-5-00)
- 02. Legal Compliance.** The State Department of Education and education agencies shall comply with all governing special education requirements. (4-5-00)
- a.** The Board of Trustees or other comparable governing body of each education agency shall adopt policies and procedures for providing special education services and obtain approval from the State Department of

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Education for the same. Department approval shall be based on current governing special education requirements. Each education agency shall revise its policies and procedures as necessary to conform with changes in governing special education requirements. (4-5-00)

**b.** The State Department of Education shall provide education agencies with a sample set of policies and procedures that is consistent with governing special education requirements. The Department shall monitor all education agencies and private agencies who provide special education services to students with disabilities for compliance with governing special education requirements and adopted policies and procedures. (4-5-00)

**c.** Each education agency shall ensure that charter schools and alternative schools located in its jurisdiction have nondiscriminatory enrollment practices. Each education agency shall ensure the provision of special education and related services to eligible students enrolled in charter and alternative schools in accordance with governing special education requirements. (4-5-00)

~~**d.** The child find, services plan, and proportionate expenditure requirements of the Individuals with Disabilities Education Act that apply to students who are voluntarily enrolled in private schools by their parents shall also apply to home school students. (4-5-00)~~

**ed.** Each education agency contracting with a private school or facility shall ensure that the private school or facility is approved by the State Department of Education to provide special education services. The Department may approve a private school or facility to provide special education services upon application to the Department if it: (4-5-00)

- i. Is an accredited school or a licensed rehabilitation center; and (4-5-00)
- ii. Meets minimum health, fire and safety standards; and (4-5-00)
- iii. Is nonsectarian; and (4-5-00)
- iv. Provides special education services consistent with governing special education requirements. (4-5-00)

v. Any private school or facility aggrieved by the Department's final decision may appeal that decision to the State Board of Education. (4-5-00)

**fe.** Education agencies shall employ special education and related services professional personnel using certification standards approved by the State Board of Education or licensing standards adopted by the Bureau of Occupational Licensing. Education agencies shall employ individuals who meet the highest entry-level standard that applies to a specific discipline unless there is a shortage of fully qualified candidates for a specific position. If there is a shortage of fully qualified candidates, the education agency shall hire the most qualified individual available who is making satisfactory progress toward meeting the highest entry-level standard within three (3) years. (4-5-00)

**gf.** Education agencies may employ paraprofessional personnel to assist in the provision of special education and related services to students with disabilities if they meet standards established by the State Department of Education. (4-5-00)

**hg.** Education agencies shall collect and report data as necessary to meet state and federal requirements concerning special education services, staff or students. Education agencies shall develop, implement and revise district improvement plans as necessary to improve results as measured by data on goals and indicators for the performance of special education students that are established by the State Department of Education in accordance with the Individuals with Disabilities Education Act. (4-5-00)

**ih.** Education agencies shall establish a team process to problem solve and plan general education

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interventions to ensure that referrals to special education are appropriate. (4-5-00)

**03. Eligibility for Special Education.** The State Department of Education shall provide state eligibility criteria for special education services for categorical ~~and noncategorical~~ eligibility consistent with the Individuals with Disabilities Education Act. Education agencies shall consider eligibility under all disability categories set forth in the Idaho Special Education Manual with the exception of developmental delay, which is an optional category. If an education agency elects to use the developmental delay category, it shall consider developmental delay for students ages three (3) through nine (9) using the eligibility criteria adopted by the Department and set forth in the Idaho Special Education Manual. ~~Noncategorical eligibility procedures and criteria may be used only by schools and education agencies that have applied for and been granted a noncategorical eligibility waiver.~~ (4-5-00)

**04. Individualized Education Programs.** Each education agency shall develop an individualized education program (IEP) for each student who is eligible for special education. The IEP shall be implemented as soon as possible after it is developed. The total timeline from the date of receipt of written parental consent for an initial assessment to the date of IEP implementation shall not exceed sixty (60) calendar days, excluding periods when regular school is not in session for five (5) or more consecutive school days, unless all parties agree to an extension. A new IEP shall be developed at least annually, on or before the date the previous IEP was developed. (4-5-00)

**a.** IEP team meetings shall be convened upon reasonable request of any IEP team member at times other than the annual review. If the education agency refuses to convene an IEP team meeting requested by a parent or adult student, the agency shall provide written notice of the refusal. (4-5-00)

**b.** Education agencies shall document the attendance of all participants at each IEP team meeting. Any participant who does not agree with an IEP team decision regarding a student's educational program may place a minority report in that student's file. A minority report shall not prevent implementation of an IEP team decision. (4-5-00)

**c.** The IEP team shall determine the student's placement in the least restrictive environment. (5-3-03)

**d.** At the discretion of the education agency, an individualized family service plan (IFSP) may be used in place of an IEP if: (4-5-00)

**i.** The child is ages three (3) through five (5), and (4-5-00)

**ii.** The child's parents are provided with a detailed explanation of the differences between an IFSP and an IEP, and (4-5-00)

**iii.** The child's parents provide written consent to use the IFSP, and (4-5-00)

**iv.** The IFSP is developed in accordance with IDEA Part B policies and procedures. (5-3-03)

**v.** Nothing in this part requires education agencies to develop IFSPs rather than IEPs for three (3) through five (5) year olds nor to implement more than the educational components of the IFSP. (4-5-00)

**e.** When a student who has been determined eligible for special education, as indicated by a current IEP, transfers from one (1) Idaho education agency to another, the student is entitled to continue to receive special education services. The receiving education agency may accept and implement the existing IEP or may convene an IEP team meeting to develop a new IEP. If a new IEP cannot be developed within five (5) school days, or if the education agency wishes to re-evaluate the child, an interim (short-term) IEP shall be implemented pending development of the standard IEP. (4-5-00)

**f.** If a student who is eligible for special education in another state transfers to an Idaho education



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agency, the Idaho education agency shall request a copy of the student's most recent eligibility documentation and IEP within two (2) school days. Within five (5) school days of receipt of the eligibility documentation and IEP, the Idaho education agency shall determine if it will adopt the existing eligibility documentation and IEP. If the education agency disagrees with the existing eligibility documentation, or if the documentation is not available within a reasonable time period, consent for an initial assessment shall be sought. While the assessment and evaluation is in process, the education agency may implement an interim IEP if the parent or adult student agrees. If the parent or adult student does not agree to an interim IEP, the student shall be placed in general education. (4-5-00)

**05. Procedural Safeguards.** Education agencies will use appropriate procedural safeguards consistent with the Individuals with Disabilities Education Act. (8-4-99)

**a.** If a parent or adult student disagrees with an individualized education program change or placement change proposed by the district, the parent or adult student may file a written objection to all or parts of the proposed change. If the written objection is postmarked or hand delivered within ten (10) calendar days of the date the parent or adult student receives written notice of the proposed change, the proposed change cannot be implemented. Informal methods such as additional IEP team meetings or voluntary mediation may be used to resolve the disagreement. If these methods fail, the education agency may request a due process hearing to obtain a hearing officer's decision regarding the proposed change. The written objection cannot be used to prevent the education agency from placing a student in an interim alternative educational setting in accordance with IDEA discipline procedures. (4-5-00)

**b.** Mediation may be requested by an education agency, parent, or adult student, or offered by the State Department of Education at any time. The Department shall screen all such requests to determine appropriateness. Any time a hearing is requested, the Department shall offer mediation using policies and requirements set forth in the Individuals with Disabilities Education Act regulations. If the Department appoints a mediator, the Department ~~will reimburse the mediator for an honorarium and travel expenses~~ shall be responsible for compensating the mediator. All mediation participants shall be required to sign a confidentiality pledge. Attorney fees may not be awarded for a mediation that is conducted prior to a request for a due process hearing. (4-5-00)

**c.** The State Department of Education shall administer a single-tiered due process hearing system to resolve disputes between education agencies and parents or adult students. When a due process hearing is requested, the superintendent, special education director, or other agency administrator shall inform the agency's board of trustees or other governing body of the request. The education agency shall immediately notify the Department's ~~Bureau Director~~ Director of Special Education of any request for a due process hearing. Within ten (10) calendar days of a written request for a regular hearing, or within five (5) business days of a written request for an expedited hearing, an impartial hearing officer shall be assigned by the Department. The Department shall maintain a list of trained hearing officers and their qualifications. (4-5-00)

**d.** The education agency that is a party to the hearing shall be responsible for compensating the hearing officer and paying for the cost of a verbatim transcript of the hearing. (4-5-00)

**e.** Due process hearings shall be conducted pursuant to the Idaho Administrative Procedures Act (APA) 04.11.01, ~~and the~~ Individuals with Disabilities Education Act (IDEA) requirements, and the Idaho Special Education Manual. In case of any conflict between the APA and the IDEA, the IDEA shall supersede the APA, the APA shall supersede the Idaho Special Education Manual. (4-5-00)

**f.** The hearing officer shall issue a written decision that includes findings of fact and conclusions of law within forty-five (45) calendar days of the date a regular hearing is requested, unless a specific extension of this time line is requested by one (1) of the parties and granted by the hearing officer. The hearing officer shall issue a written decision that includes findings of fact and conclusions of law within twenty (20) calendar days of a written request for an expedited hearing, unless a specific extension of this time line has been granted. An extension of the time line for an expedited hearing shall not exceed an additional twenty-five (25) calendar days, and may be granted only if requested by one (1) of the parties and agreed to by both parties. The decision shall be sent to the parent or adult student, the education agency administrator, their respective representatives, and the State Department of

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Education. (4-5-00)

**g.** The hearing officer's decision shall be binding unless either party appeals the decision by initiating a civil action. The hearing officer's decision shall be implemented not later than fourteen (14) calendar days from the date of issuance unless an appeal is filed by a parent or adult student or the decision specifies a different implementation date. An appeal to civil court must be filed within forty-two (42) calendar days from the date of issuance of the hearing officer's decision. (4-5-00)

**h.** During the hearing the education agency shall provide reasonable accommodations as required by federal and state regulations. Disputes concerning reasonable accommodations shall be referred to the Department of Education's Americans with Disabilities Act (ADA) Committee for resolution. (4-5-00)

**i.** During the pendency of any due process hearing or civil appeal the child's educational placement shall be determined by the Individuals with Disabilities Education Act "stay put" requirements. (4-5-00)

**j.** A parent or adult student has the right to an independent educational evaluation (IEE) at public expense if the parent or adult student disagrees with an evaluation obtained by the education agency. Whenever an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, shall be the same as the criteria the education agency uses when it initiates an evaluation, to the extent those criteria are consistent with the parent or adult student's right to an IEE. If an education agency has cost as one (1) of the criteria the education agency uses when it initiates an evaluation, the education agency may apply that criteria to independent educational evaluations. However, the parent or adult student has the right to demonstrate that unique circumstances justify an IEE that falls outside the education agency's cost criteria, and if so demonstrated, that IEE shall be publicly funded. A due process hearing may be initiated by the education agency to determine if the evaluation conducted by the education agency is appropriate. If the final decision of a hearing officer, or civil court, if the hearing officer's decision is appealed, is that the evaluation conducted by the education agency is appropriate, the parent or adult student still has the right to an independent educational evaluation, but not at the education agency's expense. (4-5-00)

**k.** Student records shall be managed in accordance with IDEA and Family and Educational Rights and Privacy Act regulations governing security, confidentiality, access, maintenance, destruction, inspection and amendment. (4-5-00)

**06. Assistive Technology Devices.** Education agencies may hold a parent liable for the replacement or repair of an assistive technology device that is purchased or otherwise procured by the education agency if it is lost, stolen, or damaged due to negligence or misuse at home or in another setting outside of school time. (4-5-00)

**07. Diplomas and Graduation.** School districts shall use a regular diploma for students who are eligible for special education at the completion of their secondary program. The transcript serves as a record of individual accomplishments, achievements, and courses completed. A modified or differentiated diploma or certificate may not be used for students who are eligible for special education unless the same diploma or certificate is granted to students without disabilities. If a student is not granted a regular high school diploma or if a regular high school diploma is granted for completing requirements that are not comparable to regular graduation requirements, a student who is eligible for special education is entitled to receive a free appropriate public education through the semester in which the student turns twenty-one (21) years of age or until the student completes requirements that are comparable to regular graduation requirements, whichever comes first. (4-5-00)

**08. Special Education Advisory Panel.** The State Superintendent of Public Instruction shall appoint members to serve on the Special Education Advisory Panel. Panel members shall elect annually an individual to serve a one (1) year term as vice-chair followed by a one (1) year term as chair. (4-5-00)

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**SUBJECT**

Proposed Rule- IDAPA 08.02.03.200, K-12 Achievement Standards

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative Code, IDAPA 08.02.03 – Section 200, K-12 Achievement Standards  
Section 33-105, Idaho Code

**BACKGROUND/DISCUSSION**

In 2005, Idaho submitted assessment materials for review under the standards and assessment requirements of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 (NCLB). External peer reviewers and U.S. Department of Education staff evaluated Idaho's submission and found it was not in compliance with certain regulator and statutory requirements. During the 2005-2006 school year, Idaho addressed critical elements summarized in the report findings including that the achievement standards should be reviewed and reorganized to solve the problems and inconsistencies that were revealed and that they be renamed the Idaho Content Standards.

Since then, the term "state achievement standards" has been updated in IDAPA 08.02.03.004 to read "Idaho Content Standards." However, the term was not changed elsewhere in rule. The rule change presented here will update the term usage, as well as correct an incorrect citation.

**ATTACHMENTS**

Attachment 1 – Proposed Change to IDAPA 08.02.03.200

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**BOARD ACTION**

A motion to approve the proposed rule IDAPA 08.02.03.200, Rules Governing Thoroughness, K-12 Achievement Standards as submitted.

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

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State Board of Education**

**IDAPA 08.02.03  
Rules Governing Thoroughness**

**200. ~~K-12 STATE ACHIEVEMENT~~ IDAHO CONTENT STANDARDS.**

As stated in Subsection 105.02 of these Thoroughness rules, all students graduating from Idaho public high schools must meet locally established ~~achievement~~content standards. The standards set forth in Sections ~~250 through 954, inclusive, 004~~ are state ~~achievement~~content standards that shall be the minimum standards used by every school district in the state in order to establish a level of academic achievement necessary to graduate from Idaho's public schools. Each school district may set standards more rigorous than these state ~~achievement~~content standards but no district shall use any standards less rigorous than those set forth in these Thoroughness rules. The implementation time and effective date for these ~~Achievement~~Content Standards rules is the graduating senior class of 2005.(3-15-02)(\_\_\_\_)

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**SUBJECT**

Pending Rule – Docket 08-0203-0902 – Idaho Content Standards

**REFERENCE**

April 17, 2009

The Board approved the request of the State Department of Education to approve the Idaho Content Standards and the Idaho Extended Content Standards as documented to be incorporated by reference into rule. Roll call vote taken; motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

IDAPA 08.02.03.004, Rules of the Board Governing Thoroughness  
Section 33-1612, Idaho Code

**BACKGROUND/DISCUSSION**

The Idaho Content Standards for Social Studies, Health, Physical Education, Humanities, and Science were presented to the State Board for initial approval in April 2009. Since then, the text of the rule was published in the June 3, 2009 Idaho Administrative Rules Bulletin and opened for public comment.

Public comments were received for the Social Studies standards. The following are a list of changes made based on the recommendations of the standards review committee:

- Objective 2.SS.2.1.2: Change The to A.
- Objective 2.SS.4.2.2: Change Tell to State
- Objective 3.SS.4.2.2: Change Tell to State
- Objective 5.SS.1.2.6: Add Scientific to Technological advances
- Objective 5.SS.4.1.4: Change Concepts to Principles. Change Protect, Individual Rights and Promote the Common Good Describes How the Government is Organized and that the United States Constitution is the Supreme Law of the Law to Popular Sovereignty, Limited Government, Separation of Powers, Majority Rule with Minority Rights, Federalism.
- Objective 6-9.GWH.1.8.1: Add Major Aspects Of
- Objective 6-9.GWH.2.5.3: Add Forms to Land and delete Forms after Water
- Objective 6-9.GWH.2.5.5: Add Can after Place
- Objective 6-9.GEH.1.8.1: Add Major Aspects Of. Delete Such as Muslim Civilization, China, Japan, and sub-Sahara Africa.
- Objective 6-9.GEH.2.5.3: Add Forms to Land and delete Forms after Water
- Objective 6-9.GEH.2.5.5: Add Can after Place
- Objective 9-12.USH2.5.1.3: Add The before Middle East.
- Grade 9-12 American Government, Standard 2: Geography: Delete No Goals or Objectives in American Government and Add Students in



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American Government explain how geography enables people to comprehend the relationships between people, places, and environments over time.

- Grade 9-12 American Government, Standard 2: Geography: Add Objective 9-12.G.2.5.1 Analyze the impact of geography on the American political system, such as electoral politics and congressional redistricting.
- Grade 9-12 Economics, Standard 2: Geography: Delete No Goals or Objectives in Economics and Add Students in Economics analyze the human and physical characteristics of different places and regions.
- Grade 9-12 Economics, Standard 2: Geography: Add Objective 9-12.E.2.4.1. Explain how the factors of production are distributed among geographic regions and how this influences economic growth.
- Objective 9-12.E.3.2.1: Add And Economic Philosophies.

Public comments were also received for the Health Education standards. Based on the comments, minor grammatical changes were made to the Health Education Standards along with a revision of one objective and the addition of one new objective under Grades 9-12, Standard 2 - Analyzing Influences.

- Objective 2 changed to read Analyze how peers influence healthy and unhealthy behaviors
- Objective 3 added and reads: Evaluate how the school and community can affect personal health practice and behaviors

Comments were received for the Physical Education and Chemistry standards; however, upon review no revisions were deemed necessary.

No public comments were received for the Humanities standards during the public comment period. As a result no changes were made.

**ATTACHMENTS**

Attachment 1 – Proposed Change to IDAPA 08.02.03.004	Page 3
Attachment 2 – Idaho Content Standards for Social Studies	Page 5
Attachment 3 – Idaho Content Standards for Health Education	Page 67
Attachment 4 – Idaho Content Standards for Physical Education	Page 85
Attachment 5 – Idaho Content Standards for Chemistry	Page 97
Attachment 6 – Idaho Content Standards for Humanities	Page 101

**BOARD ACTION**

A motion to approve Pending Rules – Docket No. 08-0203-0902 – Idaho Content Standards and the Idaho Content Standards for Social Studies, Health Education, Physical Education, Chemistry and Humanities.

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

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**004. INCORPORATION BY REFERENCE.**

The following documents are incorporated into this rule:

(3-30-07)

**IDAPA 08.02.03**

**Rules Governing Thoroughness**

**01. The Idaho Content Standards.** The Idaho Content Standards as adopted by the State Board of Education on ~~August 21, 2008~~. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of this document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-3-08)F( )

- a. Driver Education, as revised and adopted on August 21, 2008. ( )
- b. Health, as revised and adopted on April 17, 2009. ( )
- c. Humanities Categories: ( )
  - i. Art, as revised and adopted on April 17, 2009; ( )
  - ii. Dance, as revised and adopted on April 17, 2009; ( )
  - iii. Drama, as revised and adopted on April 17, 2009; ( )
  - iv. Interdisciplinary, as revised and adopted on April 17, 2009; ( )
  - v. Music, as revised and adopted on April 17, 2009; ( )
  - vi. World languages, as revised and adopted on April 17, 2009. ( )
- d. Language Arts, Part I: reading, as revised and adopted on August 21, 2008. ( )
- e. Language Arts, Part II: language arts, as revised and adopted on August 21, 2008. ( )
- f. Limited English Proficiency, as revised and adopted on August 21, 2008. ( )
- g. Mathematics, as revised and adopted on August 21, 2008. ( )
- h. Physical Education, as revised and adopted on April 17, 2009. ( )
- i. Science, as revised and adopted on April 17, 2009. ( )
- j. Social Studies, as revised and adopted on April 17, 2009. ( )

**02. The Idaho English Language Development Standards.** The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

**03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures.** The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

**04. The Idaho English Language Assessment (IELA) Achievement Standards.** The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

**05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards.** Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

**06. The Idaho Extended Content Standards.** The Idaho Extended Content Standards as adopted by

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the State Board of Education on April 17, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

**07. The Idaho Alternative Assessment Extended Achievement Standards.** Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on February 28, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (SD 0802)

**08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing.** As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

**09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired.** As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (4-2-08)

IDAHO CONTENT STANDARDS  
KINDERGARTEN  
SOCIAL STUDIES

**Standard 1: History**

Students in Kindergarten build an understanding of the cultural and social development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of Kindergarten, the student will be able to:**

- K.SS.1.1.1 Share stories, pictures, and music of one's own personal life, family and culture. (372.01a)
- K.SS.1.1.2 Describe how families celebrate in many different ways.
- K.SS.1.1.3 Describe how individuals have similarities and differences.
- K.SS.1.1.4 Describe how each person is special and unique within the classroom. (372.01i)

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives at this grade level

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives at this grade level

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives at this grade level

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives at this grade level

**Goal 1.6: Explain the rise of human civilization.**

No objectives at this grade level

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives at this grade level

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives at this grade level

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives at this grade level

**Standard 2: Geography**

Students in Kindergarten analyze the spatial organizations of people, places and environment on the earth's surface.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of Kindergarten, the student will be able to:**

- K.SS.2.1.1 Identify the globe as a model of the earth. (378.01a)
- K.SS.2.1.2 Distinguish between land masses and water on a globe or map. (378.01b)
- K.SS.2.1.3 Identify the north and south poles on a map or globe. (378.01c)
- K.SS.2.1.4 Recognize a map of the United States of America and know it is the country in which we live. (378.01d)
- K.SS.2.1.5 Make and use a map of a familiar area. (378.01e)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

No objectives at this grade level

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

No objectives at this grade level

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives at this grade level

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives at this grade level

**Standard 3: Economics**

Students in Kindergarten explain basic economic concepts.

**Goal 3.1: Explain basic economic concepts.**

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**Objective(s): By the end of Kindergarten, the student will be able to:**

- K.SS.3.1.1 Observe that all people have needs and wants. (376.01a)
- K.SS.3.1.2 Recognize that people have limited resources.
- K.SS.3.1.3 Describe some jobs that people do to earn money. (376.01c)

**Goal 3.2: Identify different influences on economic systems.**

No objectives at this grade level

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives at this grade level

**Goal 3.4: Explain the concepts of good personal finance.**

No objectives at this grade level

**Standard 4: Civics and Government**

Students in Kindergarten build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States have rights and assume responsibilities.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of Kindergarten, the student will be able to:**

- K.SS.4.1.1 Name some rules and the reasons for them. (373.01c)
- K.SS.4.1.2 Discuss how groups make decisions and solve problems. (373.01b)
- K.SS.4.1.3 Identify personal traits, such as courage, honesty, and responsibility.

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Kindergarten, the student will be able to:**

- K.SS.4.2.1 Identify symbols of the United States such as the flag, Pledge of Allegiance, Bald Eagle, red, white, and blue. (374.01a)
- K.SS.4.2.2 Recite the Pledge of Allegiance. (374.01b)
- 1. K.SS.4.2.3 Describe holidays and tell why they are commemorated in the United States, such as Thanksgiving, Martin Luther King, Jr. Day~~Birth~~day, Independence Day, and Presidents' Day. (371.01a, 372.01b)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of Kindergarten, the student will be able to:**

- K.SS.4.3.1 Identify individuals who are helpful to people in their everyday lives. (375.01a)

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K.SS.4.3.2 Identify ways to be helpful to family and school. (374.01b)

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives at this grade level

**Goal 4.5: Build an understanding of comparative government.**

No objectives at this grade level

**Standard 5: Global Perspectives**

Students in Kindergarten build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Kindergarten, the student will be able to:**

K.SS.5.1.1 Name family traditions that came to America from other parts of the world.  
(372.01f)

IDAHO CONTENT STANDARDS  
GRADE 1  
SOCIAL STUDIES

**Standard 1: History**

Students in Grade 1 build an understanding of the cultural and social development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.1.1.1 Recognize that each person belongs to many groups such as family, school, friends and neighborhood. (388.01a)
- 1.SS.1.1.2 Compare differences in the ways American families live today to how they lived in the past. (386.01b)
- 1.SS.1.1.3 Use timelines to show personal and family history. (382.01d)
- 1.SS.1.1.4 Compare personal histories, pictures, and music of other selected times and places in America's past. (388.01f)

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives at this grade level

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives at this grade level

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives at this grade level

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives at this grade level

**Goal 1.6: Explain the rise of human civilization.**

No objectives at this grade level

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives at this grade level



**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives at this grade level

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives at this grade level

**Standard 2: Geography**

Students in Grade 1 analyze the spatial organizations of people, places and environment on the earth's surface and explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.

**Goal 2.1: Analyze the spatial organizations of people, places and environment on the earth's surface.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.2.1.1 Explain what maps and globes represent and how they are used. (394.01a)
- 1.SS.2.1.2 Use directions on a map: East, West, South, and North. (394.01b)
- 1.SS.2.1.3 Identify legends and keys on maps. (394.01c)
- 1.SS.2.1.4 Identify continents and large bodies of water on a globe or a map. (394.01d)
- 1.SS.2.1.5 Name and locate continent, country, state, and community in which the class lives. (394.01e)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.2.2.1 Describe ways people adjust to their environment. (394.02a)
- 1.SS.2.2.2 Identify the ways people modify their environment.

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

No objectives at this grade level

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives at this grade level

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives *in the course* at this grade level

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**Standard 3: Economics**

Students in Grade 1 explain basic economic concepts and explain the concepts of good personal finance.

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.3.1.1 Identify the basic needs of people such as food, clothing, and shelter. (392.01a)
- 1.SS.3.1.2 Identify ways people meet their needs by sharing, trading, and using money to buy goods and services. (392.01b)
- 1.SS.3.1.3 Name things that people may want but do not need and explain the difference. (392.01c)
- ~~1.SS.3.1.4 Identify ways to save money for future needs and wants. (392.01d)~~

**Goal 3.2: Identify different influences on economic systems.**

No objectives at this grade level

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives at this grade level

**Goal 3.4: Explain the concepts of good personal finance.**

*No objectives at this grade level*

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.3.4.1 Identify ways to save money for future needs and wants. (392.01d)

**Standard 4: Civics and Government**

Students in Grade 1 build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States rights and assume responsibilities.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.4.1.1 Explain why rules are necessary at home and school. (389.01c)
- 1.SS.4.1.2 Create rules and explain why rules must be applied fairly. (391.01b)
- 1.SS.4.1.3 Discuss how groups make decisions and solve problems, such as voting and consensus. (389.01b, 391.01d)
- 1.SS.4.1.4 Identify personal traits, such as courage, honesty, and responsibility.

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**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.4.2.1 Identify the significance of symbols in the United States. (389.01a)
- 1.SS.4.2.2 Recite the Pledge of Allegiance.
2. 1.SS.4.2.3 Describe holidays and events and tell why they are commemorated in the United States. (371.01a, 372.01b)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.4.3.1 Identify individuals who are helpful to people in their everyday lives.
- 1.SS.4.3.2 Name some responsibilities that students have at home and school. (391.01c)

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives at this grade level

**Goal 4.5: Build an understanding of comparative government.**

No objectives at this grade level

**Standard 5: Global Perspectives**

Students in Grade 1 build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Grade 1, the student will be able to:**

- 1.SS.5.1.1 Compare family life in other parts of the world. (388.01e)
- 1.SS.5.1.2 Discuss family structures and daily routines of various cultures around the world. (388.01e)

IDAHO CONTENT STANDARDS  
GRADE 2  
SOCIAL STUDIES

Students are expected to know content and apply skills from previous grades.

**Standard 1: History**

Students in Grade 2 build an understanding of the cultural and social development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.1.1.1 Discuss different groups that a person belongs to such as family and neighborhood and how those roles and/or groups have changed or stayed the same. (404.01a)

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives at this grade level

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives at this grade level

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives at this grade level

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives at this grade level

**Goal 1.6: Explain the rise of human civilization.**

No objectives at this grade level

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives at this grade level

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives at this grade level

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives at this grade level

**Standard 2: Geography**

Students in Grade 2 analyze the spatial organizations of people, places, and environment on the earth's surface and explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.2.1.1 Identify landforms, bodies of water, and human made features such as cities and dams on a map and globe. (410.01a)
- 2.SS.2.1.2 State the cardinal directions and how to use ~~the~~ a compass rose. (410.01b)
- 2.SS.2.1.3 Show that map symbols such as key, legend, and scale represent a real object or place. (410.01c)
- 2.SS.2.1.4 Illustrate that boundary lines separate states. (410.01d)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.2.2.1 Compare how environmental conditions affect living styles and clothing in different parts of the country. (410.03a)
- 2.SS.2.2.2 Describe how humans depend on the environment to meet their basic needs. (410.03b)

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

No objectives at this grade level

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives at this grade level

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives at this grade level

**Standard 3: Economics**

Students in Grade 2 explain basic economic concepts, ~~and~~ identify different influences on economic systems, and explain the concepts of good personal finance.

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**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.3.1.1 Identify wants and needs of all families. (408.01a)
- 2.SS.3.1.2 Define income and identify different ways to earn and save. (408.01b)
- 2.SS.3.1.3 Identify the difference between goods and services. (408.01c)
- 2.SS.3.1.4 ~~Explain~~ Identify differences between producers and consumers. (408.01d)

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.3.2.1 Explain how natural resources affect economic activities in the local community. (409.01b)

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives at this grade level

**Goal 3.4: Explain the concepts of good personal finance.**

~~No objectives at this grade level~~

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.3.4.1 Identify reasons people save.

**Standard 4: Civics and Government**

Students in Grade 2 build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States have rights and assume responsibilities.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.4.1.1 Explain why rules are necessary at home and school. (407.01c)
- 2.SS.4.1.2 Explain that there are benefits for following the rules and consequences for breaking the rules at home and school. (407.01b)
- 2.SS.4.1.3 Identify the people or groups that make, apply, and enforce rules at home and school.

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.4.2.1 Explain important customs, symbols, and celebrations that represent the development of American beliefs and principles. (404.01c)
- 2.SS.4.2.2 ~~Tell~~ State the meaning of the Pledge of Allegiance. (405.01c)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.4.3.1 Identify characteristics of good citizenship, such as courage, honesty, and responsibility. (407.01d)
- 2.SS.4.3.2 Name historic and contemporary people who model characteristics of good citizenship. (407.01d)

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives at this grade level

**Goal 4.5: Build an understanding of comparative government.**

No objectives at this grade level

**Standard 5: Global Perspectives**

Students in Grade 2 identify the importance of respecting multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Grade 2, the student will be able to:**

- 2.SS.5.1.1 Compare neighborhoods/communities in various parts of the world.
- 2.SS.5.1.2 Compare traditions practiced in other parts of the world. (404.01b)

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**IDAHO CONTENT STANDARDS  
GRADE 3  
SOCIAL STUDIES**

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: History**

Students in Grade 3 build an understanding of the cultural and social development of the United States and trace the role of migration and immigration of people in the development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.1.1.1 Explain that people in the United States share a common heritage through patriotic holidays and symbols. (420.01a)
- 3.SS.1.1.2 Investigate the history of your community.
- 3.SS.1.1.3 Compare different cultural groups in the community, including their distinctive foods, clothing styles, and traditions. (420.01c)
- 3.SS.1.1.4 Identify and describe ways families, groups, tribes and communities influence the individual's daily life and personal choices.

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.1.2.1 Share the origins of classmates' ancestors. (417.01a)
- 3.SS.1.2.2 Describe how migration and immigration are continuous processes. (417.01b)
- 3.SS.1.2.3 Identify reasons for voluntary immigration and involuntary movement of people. (417.01c)

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives at this grade level

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives at this grade level

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives at this grade level

**Goal 1.6: Explain the rise of human civilization.**



No objectives at this grade level

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives at this grade level

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives at this grade level

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives at this grade level

**Standard 2: Geography**

Students in Grade 3 analyze the spatial organizations of people, places, and environment on the earth's surface and trace the migration and settlement of human populations on the earth's surface.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.2.1.1 Describe the concepts of globe, continent, country, state, county, city/town, and neighborhood. (426.01a)
- 3.SS.2.1.2 Find the United States, Idaho, the state capital Boise, and own community on a map. (426.01b)
- 3.SS.2.1.3 Locate on a map waterways, landforms, cities, states, and national boundaries using standard map symbols. (426.01c)
- 3.SS.2.1.4 Use a map title, map key, scale, cardinal directions, and symbols to interpret a map. (426.01d)
- 3.SS.2.1.5 Use a number/letter grid to find specific locations on a map. (426.01e)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

No objectives at this grade level

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.2.3.1 Analyze past and present settlement patterns of the community. (426.02a)
- 3.SS.2.3.2 Identify geographic features influencing settlement patterns of the community. (426.02b)
- 3.SS.2.3.3 Compare and contrast city/suburb/town and urban/rural. (426.02c)

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**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives at this grade level

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives at this grade level

**Standard 3: Economics**

Students in Grade 3 explain basic economic concepts, ~~and~~ identify different influences on economic systems, analyze the different types of economic institutions, and explain the concepts of good personal finance .

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.3.1.1 Explain the concepts of supply and demand and the role of the consumer and producer. (424.01b)
- 3.SS.3.1.2 Explain the difference between public and private property. (424.01c)
- ~~3.SS.3.1.3 Describe the purposes and benefits of savings. (424.01d)~~

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.3.2.1 Explain how land, natural resources, labor, trade, and/or technology affect economic activities in the local community. (425.01b)

**Goal 3.3: Analyze the different types of economic institutions.**

*No objectives at this grade level*

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.3.3.1 Explain the purpose of a bank.

**Goal 3.4: Explain the concepts of good personal finance.**

*No objectives at this grade level*

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.3.4.1 Describe the purposes and benefits of savings. (424.01d)

**Standard 4: Civics and Government**

Students in Grade 3 build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States have rights and assume responsibilities.

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**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.4.1.1 Explain why communities have laws. (423.01c)
- 3.SS.4.1.2 Explain that there are benefits for following the laws and consequences for breaking the laws of the community. (423.01a)
- 3.SS.4.1.3 Identify the people or groups that make, apply, and enforce laws in the community.

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.4.2.1 Identify and explain the basic functions of local governments. (422.01a)
- 3.SS.4.2.2 ~~TeH~~ Explain how local government officials are chosen, e.g., election, appointment.
- 3.SS.4.2.3 Describe services commonly and primarily provided by governments for the community. (422.01a)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.4.3.1 Identify ways children and adults can participate in their community and/or local governments. (423.01d)

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives at this grade level

**Goal 4.5: Build an understanding of comparative government.**

No objectives at this grade level

**Standard 5: Global Perspectives**

Students in Grade 3 build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- 3.SS.5.1.1 Explore connections that the local community has with other communities throughout the world.
- 3.SS.5.1.2 Examine the contributions from various cultures from other parts of the world to the development of the community and how they make that community unique. (420.01c)

IDAHO CONTENT STANDARDS  
GRADE 4  
SOCIAL STUDIES

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: History**

Students in Grade 4 build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, and identify the role of American Indians in the development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.1.1.1 Describe ways that cultural groups influenced and impacted each other. (436.01b)
- 4.SS.1.1.2 Explain the role of missionaries in the development of Idaho. (436.01a)

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.1.2.1 Identify the major groups and significant individuals and their motives in the western expansion and settlement in Idaho. (433.01c)
- 4.SS.1.2.2 Describe the role of the discovery of gold and other minerals in the settlement of Idaho. (433.01d)
- 4.SS.1.2.3 Analyze and describe the immigrant experience in Idaho
- 4.SS.1.2.4 Analyze and describe how the westward expansion impacted the American Indians in Idaho.

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.1.3.1 Identify American Indian tribes in Idaho: Coeur d'Alene, Kootenai, Shoshone-Bannock, Nez Perce, and Shoshone-Paiute Tribes and current reservation boundaries.
- 4.SS.1.3.2 Discuss that although there are five federally recognized tribes in Idaho, there are many others in the state.
- 4.SS.1.3.3 Identify characteristics of American Indian tribes and other cultural groups in Idaho.
- 4.SS.1.3.4 Compare and contrast how Idaho American Indian life today differs from the life of these same groups many years ago.
- 4.SS.1.3.5 Identify how American Indian tribes in Idaho governed themselves.
- 4.SS.1.3.6 Describe American Indian cultural materials and their use in everyday life.
- 4.SS.1.3.7 Identify current issues related to American Indians in present day Idaho.

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**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives at this grade level

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives at this grade level

**Goal 1.6: Explain the rise of human civilization.**

No objectives at this grade level

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives at this grade level

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives at this grade level

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives at this grade level

**Standard 2: Geography**

Students in Grade 4 analyze the spatial organizations of people, places and environment on the earth's surface and trace the migration and settlement of human populations on the earth's surface.

**Goal 2.1: Analyze the spatial organizations of people, places and environment on the earth's surface.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.2.1.1 Use geographic skills to collect, analyze, interpret, and communicate data. (442.01a)
- 4.SS.2.1.2 Show on a map of the world the continents, oceans, landforms, poles, hemispheres, equator, and prime meridian. (442.01b)
- 4.SS.2.1.3 Use a number/letter grid to find specific locations on a map of Idaho. (442.01c)
- 4.SS.2.1.4 Describe the physical regions of Idaho and identify major natural resources.

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

No objectives at this grade level

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**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.2.3.1 Analyze past and present settlement patterns in Idaho. (442.02a)
- 4.SS.2.3.2 Discuss the impact of settlement in Idaho on American Indian tribal lands, such as aboriginal and/or ceded territories, and the Treaties of 1855 and 1863.
- 4.SS.2.3.3 Identify the geographic features of Idaho and explain their impact on settlement. (442.02b)
- 4.SS.2.3.4 Compare and contrast: city/suburb/town, urban/rural, farm/factory, and agriculture/industry. (442.02c)

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives at this grade level

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives at this grade level

**Standard 3: Economics**

Students in Grade 4 explain basic economic concepts, *and* identify different influences on economic systems, and explain the concepts of good personal finance.

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.3.1.1 Compare how American Indians and early settlers met their basic needs of food, shelter and water. (440.01a)
- 4.SS.3.1.2 Explain the concepts of supply and demand and scarcity. (440.01b)
- 4.SS.3.1.3 Explain the concepts of specialization and division of labor. (440.01c)
- 4.SS.3.1.4 Identify goods and services in early Idaho settlements. (440.01d)
- 4.SS.3.1.5 Explain the concept of public and private property in the development of Idaho. (440.01e)

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.3.2.1 Describe examples of technological innovations in relation to economic growth in Idaho. (441.01a)
- 4.SS.3.2.2 Describe how geographic features of Idaho have determined the economic base of Idaho's regions. (441.01b)

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives at this grade level

**Goal 3.4: Explain the concepts of good personal finance.**

*No objectives at this grade level*

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.3.4.1 Define entrepreneurship and identify reasons for starting a business.

**Standard 4: Civics and Government**

Students in Grade 4 build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, that all people in the United States have rights and assume responsibilities, and the evolution of democracy.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.4.1.1 Identify the people and groups who make, apply, and enforce laws within state and tribal governments.
- 4.SS.4.1.2 Explain that rules and laws can be used to protect rights, provide benefits, and assign responsibilities.

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.4.2.1 Explain the significance of Idaho symbols. (438.01b)
- 4.SS.4.2.2 Describe the difference between state, local, and tribal governments. (438.01c)
- 4.SS.4.2.3 Identify and explain the basic functions of state and tribal governments.
- 4.SS.4.2.4 Identify the three branches of state government and explain the major responsibilities of each. (438.01d)
- 4.SS.4.2.5 Discuss current governmental organization of American Indian tribes in Idaho.

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.4.3.1 Name elected state representatives at the legislative and executive branches.
- 4.SS.4.3.2 Explain ways to contact elected state representatives. (439.01b)
- 4.SS.4.3.3 Identify ways people can monitor and influence the decisions and actions of their state and tribal governments. (439.01a)

**Goal 4.4: Build an understanding of the evolution of democracy.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.4.4.1 Discuss the concepts of popular consent, respect for the individual, equality of opportunity, and personal liberty. (430.01a)

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**Goal 4.5: Build an understanding of comparative government.**

No objectives at this grade level

**Standard 5: Global Perspectives**

Students in Grade 4 build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Grade 4, the student will be able to:**

- 4.SS.5.1.1 Analyze the roles and relationships of diverse groups of people from various ~~other~~ parts of the world who have contributed to Idaho's cultural heritage and impacted the state's history.
- 4.SS.5.1.2 Discuss ~~Investigate~~ the ~~contributions and~~ challenges experienced by people from various cultural, racial, and religious groups that settled in Idaho from various ~~different~~ parts of the world. (433.01c)
- 4.SS.5.1.3 Identify Idaho's role in the global economy.



IDAHO CONTENT STANDARDS  
GRADE 5  
SOCIAL STUDIES

Students are expected to know content and apply skills from previous grades.

**Standard 1: History**

Students in Grade 5 build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, and identify the role of American Indians in the development of the United States. ~~and analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.~~

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.1.1.1 Describe the interactions between European colonists and established societies in North America. ~~at American Indians were established societies before the coming of the European settlers.~~ (452.01d)
- ~~5.SS.1.1.2 Explain important national documents, American symbols and U.S. landmarks. (452.01a)~~
- 5.SS.1.1.3 Discuss significant individuals who have been responsible for bringing about ~~political~~ cultural and social changes in the United States. (452.01b)
- 5.SS.1.1.4 Identify and explain influential political and cultural groups and their impact ~~throughout~~ on American history. (452.01c)
- 5.SS.1.1.5 Identify different examples of how religion has been an important influence in American history. (452.01e)
- 5.SS.1.1.6 Discuss how the establishment of the 13 original colonies contributed to the founding of the nation.
- 5.SS.1.1.7 Discuss the causes and effects of various compromises and conflicts in American history.

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.1.2.1 Discuss the religious, political, and economic motives of voluntary European immigrants to the United States. (449.01a)
- ~~5.SS.1.2.2 Explain what indentured servants were and how they participated in the early life of the United States. (449.01b)~~
- 5.SS.1.2.3 Explain the history of indentured servitude and the slave trade in the United States. (449.01c)
- 5.SS.1.2.4 Analyze and discuss the motives of the major groups who participated in ~~the~~ western expansion ~~by leaving the East and heading west.~~ (449.01d)

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- 5.SS.1.2.5-4 Discuss the significant American Indian groups encountered in *the* W-western expansion *Movement*. (449.01e)
- 5.SS.1.2.6-5 Discuss the significant individuals who took part in *the* western expansion. (449.01f)
- 5.SS.1.2.6 Describe the impact of scientific and technological advances ~~to~~ on westward expansion. *American society during the Industrial Revolution*. (450.01b)

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.1.3.1 Discuss that American Indians were the first inhabitants of the United States.
- 5.SS.1.3.2 Identify examples of American Indian individual contributions and influences.
- 5.SS.1.3.3 Define the terms treaty, reservation and sovereignty.
- 5.SS.1.3.4 Explain that reservations are lands that have been reserved by the tribes for their own use through treaties and was not “given” to them. The principle that land should be acquired from the Indians only through their consent with treaties involved three assumptions:
- That both parties to treaties were sovereign powers.
  - That Indian tribes had some form of transferable title to the land.
  - That acquisition of Indian land was solely a government matter not to be left to individual colonists.

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

***Objective(s): By the end of Grade 5, the student will be able to:***

- 5.SS.1.4.1—Describe the impact of technological advances to American society during the Industrial Revolution. (450.01b)*

No objectives at this grade level

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives at this grade level

**Goal 1.6: Explain the rise of human civilization.**

No objectives at this grade level

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives at this grade level

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives at this grade level

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives at this grade level

**Standard 2: Geography**

Students in Grade 5 analyze the spatial organizations of people, places and environment on the earth's surface. *and explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.*

**Goal 2.1: Analyze the spatial organizations of people, places and environment on the earth's surface.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.2.1.1 Develop and use different kinds of maps, globes, graphs, charts, databases, and models to display and obtain information. (458.01a)
- 5.SS.2.1.2 Identify the regions of the United States and their resources. (458.01b)
- 5.SS.2.1.3 Use latitude and longitude coordinates to find specific locations on a map. (458.01c)
- 5.SS.2.1.4 Name and locate the 50 States and their Capitals, and U.S. Territories.

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

***Objective(s): By the end of Grade 5, the student will be able to:***

- ~~5.SS.2.2.1 Identify ways the land has been changed by people, technology, and natural forces. (458.03a)~~

No objectives at this grade level

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

No objectives at this grade level

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives at this grade level

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives at this grade level

**Standard 3: Economics**

Students in Grade 5 explain basic economic concepts, *and* identify different influences on economic systems, and explain the concepts of good personal finance.

**Goal 3.1: Explain basic economic concepts.**

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**Objective(s): By the end of Grade 5, the student will be able to:**

- ~~5.SS.3.1.1 Identify economic reasons for exploration and colonization. (456.01a)~~
- ~~5.SS.3.1.2 Describe how conservation of natural resources is important. (456.01b)~~
- 5.SS.3.1.31 Describe examples of improved transportation and communication networks and how they encourage economic growth. (456.01c)
- 5.SS.3.1.42 Explain the concepts of tariffs, ~~and~~ taxation, and embargo.
- 5.SS.3.1.3 Describe the basic characteristics of a market.

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.3.2.1 Discuss the economic policies of England that contributed to the revolt in the North American colonies. (457.01a)

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives at this grade level

**Goal 3.4: Explain the concepts of good personal finance.**

*No objectives at this grade level*

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.3.4.1 Identify economic incentives for entrepreneurship.
- 5.SS.3.4.2 Explain the impact of taxation on personal finance.

**Standard 4: Civics and Government**

Students in Grade 5 build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, that all people in the United States have rights and assume responsibilities, and the evolution of democracy.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.4.1.1 Identify the people and groups who make, apply, and enforce laws within federal and tribal governments.
- 5.SS.4.1.2 Identify and explain the important concepts in the Declaration of Independence. (453.01c)
- 5.SS.4.1.3 Discuss the significance of the Articles of Confederation as the transitional form of government. (453.01d)
- 5.SS.4.1.4 Identify the basic ~~concepts~~ principles of the United States Constitution and Bill of Rights, such as ~~protect individual rights and promote the common good~~ describes how the government is organized and that the United States Constitution is the supreme law of the land. popular sovereignty, limited

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government, separation of powers, majority rule with minority rights, and federalism. (453.01e)

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.4.2.1 Distinguish and compare responsibilities among state, national, and tribal governments in a federal system. (454.01b)
- 5.SS.4.2.2 Identify the three branches of government and the functions and powers of each. (454.01a)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.4.3.1 Name the President and Vice President of the United States and the United States senators and congressional representatives from Idaho.
- 5.SS.4.3.2 Identify some of the personal responsibilities and basic rights of individual freedoms that belong to American citizens. (455.01a)
- 5.SS.4.3.3 Describe ways in which citizens participate in public life. (455.01b)

**Goal 4.4: Build an understanding of the evolution of democracy.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 5.SS.4.4.1 Explain how ~~that~~ the United States is a democratic republic. (453.01f)
- 5.SS.4.4.2 State the difference between direct democracy and the constitutional (representative) democracy of today's United States. (447.01b)
- 5.SS.4.4.3 Discuss the concepts of popular consent, respect for the individual, equality of opportunity, and personal liberty. (447.01a)

**Goal 4.5: Build an understanding of comparative government.**

No objectives at this grade level

**Standard 5: Global Perspectives**

Students in Grade 5 build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objectives(s): By the end of Grade 5, the student will be able to:**

- 5.SS.5.1.1 Explain how ~~that~~ the world is divided into many different nations and that each has its own government.
- 5.SS.5.1.2 Define ~~State that~~ a nation *consists of its territory, people, laws, and government.*
- 5.SS.5.1.3 Explain how ~~that~~ the United States is one nation and how it interacts with other nations in the world.

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- 5.SS.5.1.4 Discuss how ~~why it is important that~~ nations try to resolve problems peacefully.
- 5.SS.5.1.5 Identify the role of the United States in a global economy.

IDAHO CONTENT STANDARDS  
GRADE 6-9  
GEOGRAPHY-WESTERN HEMISPHERE

Students are expected to know content and apply skills from previous grades.

**Standard 1: History**

Students in Geography-Western Hemisphere build an understanding of the cultural and social development of human civilization.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

No objectives in Geography–Western Hemisphere

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives in Geography–Western Hemisphere

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives in Geography–Western Hemisphere

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives in Geography–Western Hemisphere

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives in Geography–Western Hemisphere

**Goal 1.6: Explain the rise of human civilization.**

No objectives in Geography–Western Hemisphere

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives in Geography–Western Hemisphere

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

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- 6-9.GWH.1.8.1 Describe major aspects of the civilizations of the Western Hemisphere prior to European contact, such as Mesoamerica.
- 6-9.GWH.1.8.2 Examine the impact of Europeans on indigenous cultures in the Western Hemisphere.
- 6-9.GWH.1.8.3 Compare various approaches to European colonization in the Western Hemisphere.
- 6-9.GWH.1.8.4 ~~Recognize historical perspective by identifying the context in which events occurred.~~ Explain how and why events may be interpreted differently according to the points of view of participants and observers.

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives in Geography–Western Hemisphere

**Standard 2: Geography**

Students in Geography-Western Hemisphere analyze the spatial organizations of people, places, and environment on the earth’s surface, explain how human actions modify the physical environment and how physical systems affect human activity and living conditions, trace the migration and settlement of human populations on the earth’s surface, analyze the human and physical characteristics of different places and regions, and explain how geography enables people to comprehend the relationships between people, places, and environments over time.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth’s surface.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.2.1.1 Explain and use the components of maps, compare different map projections, and explain the appropriate uses for each. (469.01b)
- 6-9.GWH.2.1.2 Apply latitude and longitude to locate places on Earth and describe the uses of *locational* technology, such as Global Positioning Systems (GPS) and Geographic Information Systems (GIS).
- 6-9.GWH.2.1.3 Use mental maps to answer geographic questions ~~and to analyze how they reflect an individual’s attitude toward places.~~ (469.01b)
- 6-9.GWH.2.1.4 Analyze visual and mathematical data presented in charts, tables, graphs, maps, and other graphic organizers to assist in interpreting a historical event. (473.01a)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.2.2.1 Explain how Earth/sun relationships, ocean currents, and winds influence climate differences on Earth. (469.03f)
- 6-9.GWH.2.2.2 Locate, ~~and~~ map, and describe the climate regions of the Western Hemisphere and their impact on human activity and living conditions. *Describe the characteristics of each and explain how they differ.*



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- 6-9.GWH.2.2.3 Identify major biomes and explain ways in which the natural environment of places in the Western Hemisphere relates to their climate. (469.03a)
- 6-9.GWH.2.2.4 Analyze and give examples of the consequences of human impact on the physical environment and evaluate ways in which technology influences human capacity to modify the physical environment. (469.05a)

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.2.3.1 Identify the names and locations of countries and major cities in the Western Hemisphere.
- 6-9.GWH.2.3.2 Describe major physical characteristics of regions in the Western Hemisphere.
- 6-9.GWH.2.3.3 ~~Describe major cultural characteristics of regions in the Western Hemisphere.~~ Identify patterns of population distribution and growth in the Western Hemisphere and explain changes in these patterns which have occurred over time. (469.04b)

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.2.4.1 Describe major cultural characteristics of regions in the Western Hemisphere. ~~Identify patterns of population distribution and growth in the Western Hemisphere and explain changes in these patterns, which have occurred over time. (469.04b)~~
- 6-9.GWH.2.4.2 Compare and contrast cultural patterns in the Western Hemisphere, such as language, religion, and ethnicity. (469.04c)
- 6-9.GWH.2.4.3 Analyze the locations of the major manufacturing and agricultural regions of the Western Hemisphere.

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.2.5.1 Analyze the distribution of natural resources in the Western Hemisphere.
- 6-9.GWH.2.5.2 ~~Analyze and give examples of the consequences of human impact on the physical environment and evaluate ways in which technology influences human capacity to modify the physical environment. (469.05a)~~
- 6-9.GWH.2.5.3 Give examples of how both natural and technological hazards have impacted the physical environment and human populations in specific areas of the Western Hemisphere. (469.05c)
- 6-9.GWH.2.5.4 Give examples of how land forms and water *forms*, climate, and natural vegetation have influenced historical trends and developments in the Western Hemisphere. (469.06c)
- 6-9.GWH.2.5.5 Identify contrasting perspectives of environmental issues that affect the Western Hemisphere.

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- 6-9.GWH.2.5.65 Explain how human-induced changes in the physical environment in one place can cause changes in another place such as acid rain, deforestation, air and water pollution.(469.05b)

**Standard 3: Economics**

Students in Geography-Western Hemisphere explain basic economic concepts and identify different influences on economic systems.

**Goal 3.1: Explain basic economic concepts.**

*No objectives in Geography–Western Hemisphere*

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.3.1.1 Define scarcity and its impact on decision making such as trade and settlement.

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.3.2.1 Describe how different economic systems in the Western Hemisphere answer the basic economic questions on what to produce, how to produce, and for whom to produce.
- 6-9.GWH.3.2.2 Compare the standard of living of various countries of the Western Hemisphere today using Gross Domestic Product (GDP) per capita as an indicator.
- 6-9.GWH.3.2.3 Analyze current economic issues in the countries of the Western Hemisphere using a variety of information resources.
- 6-9.GWH.3.2.4 Identify economic connections between a local community and the countries of the Western Hemisphere.

**Goal 3.3: Analyze the different types of economic institutions.**

*No objectives in Geography–Western Hemisphere*

**Goal 3.4: Explain the concepts of good personal finance.**

*No objectives in Geography–Western Hemisphere*

**Standard 4: Civics and Government**

Students in Geography-Western Hemisphere build an understanding of comparative government.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

*No objectives in Geography–Western Hemisphere*

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**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

No objectives in Geography–Western Hemisphere

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

No objectives in Geography–Western Hemisphere

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives in Geography–Western Hemisphere

**Goal 4.5: Build an understanding of comparative government.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

6-9.GWH.4.5.1 Identify the major forms of government in the Western Hemisphere and compare them with the United States.

**Standard 5: Global Perspectives**

Students in Geography-Western Hemisphere build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Geography-Western Hemisphere, the student will be able to:**

- 6-9.GWH.5.1.1 *Discuss how social institutions influence behavior in different societies in the Western Hemisphere.* Discuss how social institutions, including family, religion, and education, influence behavior in different societies in the Western Hemisphere.
- 6-9.GWH.5.1.2 Give examples of how language, literature, and the arts shaped the development and transmission of culture in the Western Hemisphere.
- 6-9.GWH.5.1.3 Define ethnocentrism and give examples of how this attitude can lead to cultural misunderstandings.
- 6-9.GWH.5.1.4 Discuss present conflicts between cultural groups and nation-states in the Western Hemisphere.

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IDAHO CONTENT STANDARDS  
GRADE 6-9  
GEOGRAPHY-EASTERN HEMISPHERE

Students are expected to know content and apply skills from previous grades.

**Standard 1: History**

Students in Geography-Eastern Hemisphere build an understanding of the cultural and social development of human civilization.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.6: Explain the rise of human civilization.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives in Geography–Eastern Hemisphere

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

**Objective(s):** By the end of Geography-Eastern Hemisphere, the student will be able to:

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- 6-9.GEH.1.8.1 Describe major aspects of the civilizations of the Eastern Hemisphere prior to European contact. ~~, such as Muslim civilization, China, Japan, and sub-Saharan Africa.~~
- 6-9.GEH.1.8.2 Examine the impact of Europeans on indigenous cultures in the Eastern Hemisphere.
- 6-9.GEH.1.8.3 ~~Identify various colonial powers in the Eastern Hemisphere.~~ Compare various approaches to European colonization in the Eastern Hemisphere.
- 6-9.GEH.1.8.4 ~~Recognize historical perspective by identifying the context in which events occurred.~~ Explain how and why events may be interpreted differently according to the points of view of participants and observers.
- 6-9.GEH.1.8.5 Describe the historical origins, central beliefs, and spread of major religions, including Judaism, Christianity, Islam, Hinduism, Buddhism, and Confucianism.
- ~~6-9.GEH.1.8.6 Examine multiple points of view by analyzing a current event relating to Africa or Asia. (469.06f)~~

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives in Geography–Eastern Hemisphere

**Standard 2: Geography**

Students in Geography-Eastern Hemisphere analyze the spatial organizations of people, places, and environment on the earth's surface, explain how human actions modify the physical environment and how physical systems affect human activity and living conditions, trace the migration and settlement of human populations on the earth's surface, analyze the human and physical characteristics of different places and regions, and explain how geography enables people to comprehend the relationships between people, places, and environments overtime.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

- 6-9.GEH.2.1.1 Explain and use the components of maps, compare different map projections, and explain the appropriate uses for each. (469.01b)
- 6-9.GEH.2.1.2 Apply latitude and longitude to locate places on Earth and describe the uses of ~~locational~~ technology, such as Global Positioning Systems (GPS) and Geographic Information Systems (GIS).
- 6-9.GEH.2.1.3 Use mental maps to answer geographic questions ~~and to analyze how they reflect an individual's attitude toward places.~~ (469.01b)
- 6-9.GEH.2.1.4 Analyze visual and mathematical data presented in charts, tables, graphs, maps, and other graphic organizers to assist in interpreting a historical event. (473.01a)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

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- 6-9.GEH.2.2.1 Explain how Earth/sun relationships, ocean currents, and winds influence climate differences on Earth. (469.03f)
- 6-9.GEH.2.2.2 Locate, ~~and~~ map, and describe the climate regions of the Eastern Hemisphere. ~~Describe the characteristics of each and explain how they differ.~~ and their impact on human activity and living conditions.
- 6-9.GEH.2.2.3 Identify major biomes and explain ways in which the natural environment of places in the Eastern Hemisphere relates to their climate. (469.03a)
- 6-9.GEH.2.2.4 Explain how physical processes have shaped Earth's surface. Classify these processes according to those that have built up Earth's surface (mountain-building and alluvial deposition) and those that wear away at Earth's surface (erosion). (469.03c)
- 6-9.GEH.2.2.5 Analyze and give examples of the consequences of human impact on the physical environment and evaluate ways in which technology influences human capacity to modify the physical environment. (469.05a)

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

- 6-9.GEH.2.3.1 Identify the names and locations of countries and major cities in the Eastern Hemisphere.
- 6-9.GEH.2.3.2 Describe major physical characteristics of regions in the Eastern Hemisphere.
- 6-9.GEH.2.3.3 ~~Compare major cultural characteristics of regions in the Eastern Hemisphere.~~ Identify patterns of population distribution and growth in the Eastern Hemisphere and explain changes in these patterns, which have occurred over time. (469.04b)

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

- 6-9.GEH.2.4.1 Use maps, charts, and graphs to compare rural and urban populations in selected countries in the Eastern Hemisphere.
- 6-9.GEH.2.4.2 Compare and contrast cultural patterns in the Eastern Hemisphere, such as language, religion, and ethnicity. (469.04c)
- 6-9.GEH.2.4.3 Analyze the locations of the major manufacturing and agricultural regions of the Eastern Hemisphere.

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

- 6-9.GEH.2.5.1 Analyze the distribution of natural resources in the Eastern Hemisphere.
- ~~6-9.GEH.2.5.2 Analyze and give examples of the consequences of human impact on the physical environment and evaluate ways in which technology influences human capacity to modify the physical environment. (469.05a)~~

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- 6-9.GEH.2.5.32 Give examples of how both natural and technological hazards have impacted the physical environment and human populations in specific areas of the Eastern Hemisphere. (469.05c)
- 6-9.GEH.2.5.43 Give examples of how land forms and water *forms*, climate, and natural vegetation have influenced historical trends and developments in the Eastern Hemisphere. (469.06c)
- 6-9.GEH.2.5.54 Identify contrasting perspectives of environmental issues that affect the Eastern Hemisphere.
- 6-9.GEH.2.5.65 Explain how human-induced changes in the physical environment in one place can cause changes in another place, such as acid rain, air and water pollution, deforestation. (469.05b)

**Standard 3: Economics**

Students in Geography-Eastern Hemisphere explain basic economic concepts and identify different influences on economic systems.

**Goal 3.1: Explain basic economic concepts.**

*No objectives in Geography-Eastern Hemisphere*

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

- 6-9.GEH.3.1.1 Define scarcity and its impact on decision making such as trade and settlement.

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

- 6-9.GEH.3.2.1 Describe how different economic systems in the Eastern Hemisphere answer the basic economic questions on what to produce, how to produce, and for whom to produce.
- 6-9.GEH.3.2.2 Compare the standard of living of various countries of the Eastern Hemisphere today using Gross Domestic Product (GDP) per capita as an indicator.
- 6-9.GEH.3.2.3 Analyze current economic issues in the countries of the Eastern Hemisphere using a variety of information resources.
- 6-9.GEH.3.2.4 Identify economic connections between a local community and the countries of the Eastern Hemisphere.
- 6-9.GEH.3.2.5 Identify specific areas of the Eastern Hemisphere with important natural resource deposits.
- 6-9.GEH.3.2.6 Investigate how physical geography, productive resources, specialization, and trade have influenced the way people earn income.

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives in Geography-Eastern Hemisphere

**Goal 3.4: Explain the concepts of good personal finance.**

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No objectives in Geography–Eastern Hemisphere

**Standard 4: Civics and Government**

Students in Geography-Eastern Hemisphere build an understanding of comparative government.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

No objectives in Geography–Eastern Hemisphere

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

No objectives in Geography–Eastern Hemisphere

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

No objectives in Geography–Eastern Hemisphere

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives in Geography–Eastern Hemisphere

**Goal 4.5: Build an understanding of comparative government.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

6-9.GEH.4.5.1 Identify the major forms of government in the Eastern Hemisphere and compare them with the United States.

6-9.GEH.4.5.2 Give examples of the different routes to independence from colonial rule taken by countries.

**Standard 5: Global Perspectives**

Students in Geography-Eastern Hemisphere build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Geography-Eastern Hemisphere, the student will be able to:**

6-9.GEH.5.1.1 Discuss how social institutions, including the family, religion, and education, influence behavior in different societies in the Eastern Hemisphere.

6-9.GEH.5.1.2 Give examples of how language, literature, and the arts shaped the development and transmission of culture in the Eastern Hemisphere.

6-9.GEH.5.1.3 Define ethnocentrism and give examples of how this attitude can lead to cultural misunderstandings.



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- 6-9.GEH.5.1.4 Discuss present conflicts between cultural groups and nation-states in the Eastern Hemisphere.
- 6-9.GEH.5.1.5 Give examples of the benefits of global connections, such as developing opportunities for trade, cooperating in seeking solutions to mutual problems, learning for technological advances, acquiring new perspectives, and benefiting from developments in architecture, music, and the arts.
- 6-9.GEH.5.1.6 Give examples of the causes and consequences of current global issues, such as the expansion of global markets, the urbanization of the developing world, the consumption of natural resources, and the extinction of species, and speculate possible responses by various individuals, groups, and nations.

IDAHO CONTENT STANDARDS  
GRADE 6-9  
WORLD HISTORY AND CIVILIZATION

Students are expected to know content and apply skills from previous grades.

**Standard 1: History**

Students in World History and Civilization explain the rise of human civilization, trace how natural resources and technological advances have shaped human civilization, build an understanding of the cultural and social development of human civilization, and identify the role of religion in the development of human civilization.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

No objectives in World History and Civilization

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives in World History and Civilization

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives in World History and Civilization

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives in World History and Civilization

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives in World History and Civilization

**Goal 1.6: Explain the rise of human civilization.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.1.6.1 Describe types of evidence used by anthropologists, archaeologists, and other scholars to reconstruct early human and cultural development. (462.01a)
- 6-9.WHC.1.6.2 ~~Using archaeological evidence, d~~ Describe the characteristics of early hunter-gatherer communities. (462.01b)
- 6-9.WHC.1.6.3 Analyze the characteristics of early civilizations.

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

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**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.1.7.1 Explain how man adapted the environment for civilization to develop. (462.04a)
- 6-9.WHC.1.7.2 Identify the technological advances developed by Ancient, Greco Roman, Middle Ages *Medieval*, Early-Modern, and Modern European societies and civilizations. (462.04b)

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.1.8.1 Find examples of how writing, art, architecture, mathematics, and science have evolved in western civilization over time. (462.05b)
- 6-9.WHC.1.8.2 Identify the origins and characteristics of different social classes.
- 6-9.WHC.1.8.3 Describe how the structure of family changes in relation to socioeconomic conditions.

**Goal 1.9: Identify the role of religion in the development of human civilization.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.1.9.1 Explain the relationship between religion and the peoples understanding of the natural world. (462.07c)
- 6-9.WHC.1.9.2 Explain how religion shaped the development of western civilization. (462.07a)
- 6-9.WHC.1.9.3 Discuss how religion influenced social behavior and created social order. (462.07b)
- 6-9.WHC.1.9.4 Describe why ~~how~~ different religious beliefs were sources of conflict.

**Standard 2: Geography**

Students in World History and Civilization analyze the spatial organizations of people, places, and environment on the earth's surface, trace the migration and settlement of human populations on the earth's surface, analyze the human and physical characteristics of different places and regions, and explain how geography enables people to comprehend the relationships between people, places, and environments over time.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.2.1.1 ~~Locate places on maps using latitude and longitude systems and compass directions. (463.01a)~~ Develop and interpret different kinds of maps, globes, graphs, charts, databases and models.
- 6-9.WHC.2.1.2 ~~Locate and label on map or globe major rivers, mountain ranges, gulfs, and seas of the continents and their countries. (463.01b)~~

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

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No objectives in World History and Civilization

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.2.3.1 Identify main reasons for major migrations of people. (463.03a)
- 6-9.WHC.2.3.2 Explain how climate affects human migration and settlement. (463.03b)
- 6-9.WHC.2.3.3 Describe how physical features such as mountain ranges, fertile plains, and rivers led to the development of cultural regions. (463.03c)
- 6-9.WHC.2.3.4 Explain how transportation routes stimulate growth of cities and the exchange of goods, knowledge, and technology. (463.03d)

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- ~~6-9.WHC.2.4.1~~ ~~Compare and contrast physical features on the planet. (463.02a)~~
- 6-9.WHC.2.4.21 Explain the impact of waterways on civilizations. (463.02b)
- ~~6-9.WHC.2.4.3~~ ~~Identify the characteristics of significant early civilization. (463.02c)~~

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.2.5.1 Explain how the resources of an area can be the source of conflict between competing groups. (463.04a)
- 6-9.WHC.2.5.2 Illustrate how the population growth rate impacts a nation's resources. (463.04b)
- 6-9.WHC.2.5.3 Explain how rapid growth of cities can lead to economic, social, and political problems. (463.04c)
- 6-9.WHC.2.5.4 Describe how the conservation of resources is necessary to maintain a healthy *and productive* environment *for future generations*. (463.04d)

**Standard 3: Economics**

Students in World History and Civilization explain basic economic concepts and identify different influences on economic systems.

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.3.1.1 Explain how historically people have relied on their natural resources to meet their needs. (465.01b)
- 6-9.WHC.3.1.2 List examples that show how economic opportunity and a higher standard of living are important factors in the migration of people. (465.01c)
- 6-9.WHC.3.1.3 Analyze the role of money as a means of exchange. (465.02a)
- 6-9.WHC.3.1.4 Describe alternative means of exchange. (465.02b)

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**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.3.2.1 Analyze the impact of economic growth on European society. (465.03a)
- 6-9.WHC.3.2.2 Trace the evolution of hunting-gathering, agrarian, industrial and technological economic systems.
- 6-9.WHC.3.2.3 Identify influential economic thinkers and the impact of their philosophies.
- 6-9.WHC.3.2.4 Identify important economic organizations that have influenced economic growth.

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives in World History and Civilization

**Goal 3.4: Explain the concepts of good personal finance.**

No objectives in World History and Civilization

**Standard 4: Civics and Government**

Students in World History and Civilization build an understanding of the evolution of democracy.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

No objectives in World History and Civilization

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

No objectives in World History and Civilization

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

No objectives in World History and Civilization

**Goal 4.4: Build an understanding of the evolution of democracy.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.4.4.1 Describe the role of government in population movements throughout western civilization. (462.05d)
- 6-9.WHC.4.4.2 Analyze the various political influences *philosophies* which shaped western civilization including the City-State, Monarchy, Republic, Nation-State, and Democracy.

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- 6-9.WHC.4.4.3 Analyze and evaluate the global expansion of liberty and democracy through revolution and reform movements in challenging authoritarian or despotic regimes. (464.02a)

**Goal 4.5: Build an understanding of comparative government.**

No objectives in World History and Civilization

**Standard 5: Global Perspectives**

Students in World History and Civilization build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of World History and Civilization, the student will be able to:**

- 6-9.WHC.5.1.1 Explain common reasons and consequences for the breakdown of order among nation-states, such as conflicts about national interests, ethnicity, and religion; competition for resources and territory; the absence of effective means to enforce international law.
- 6-9.WHC.5.1.2 Explain the global consequences of major conflicts in the 20<sup>th</sup> century, such as World War I; World War II, including the Holocaust; and the Cold War.
- 6-9.WHC.5.1.3 Evaluate why peoples unite for political, economic, and humanitarian reasons.

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**IDAHO CONTENT STANDARDS  
GRADE 6-12  
U.S. HISTORY I**

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: History**

Students in U.S. History I build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, identify the role of American Indians in the development of the United States, analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States, and trace the role of exploration and expansion in the development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.1.1.1 Compare and contrast the different cultural and social influences that emerged in the North American colonies. (479.01a)
- 6-12.US1.1.1.2 Describe the experiences of culturally, ethnically, and racially different groups existing as part of American society prior to the Civil War. (479.01b)
- 6-12.US1.1.1.3 Analyze the common traits, beliefs, and characteristics that unite the United States as a nation and a society. (479.01c)
- 6-12.US1.1.1.4 Discuss the causes and effects of various compromises and conflicts in American history such as the American Revolution, Civil War and Reconstruction.
- 6-12.US1.1.1.5 Compare and contrast early cultures and settlements that existed in North America prior to European contact.

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.1.2.1 Analyze the religious, political, and economic motives of European immigrants who came to North America. (476.01a)
- 6-12.US1.1.2.2 Explain the motives and consequences for the involuntary immigration to North America. (476.01b)
- 6-12.US1.1.2.3 Analyze the concept of Manifest Destiny and its impact on American Indians and the development of the United States. (476.01d)

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

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- 6-12.USH1.1.3.1 Trace federal policies and treaties such as removal, reservations, and allotment throughout history that have impacted contemporary American Indians.
- 6-12.USH1.1.3.2 Explain how and why events may be interpreted differently according to the points of view of participants and observers.
- 6-12.USH1.1.3.3 Discuss the resistance of American Indians to assimilation.

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.USH1.1.4.1 Explain the consequences of scientific and technological inventions and changes on the social and economic lives of the people in the development the United States. (477.01a)
- 6-12.USH1.1.4.2 Explain how the development of various modes of transportation increased economic prosperity and promoted national unity. (477.01b)

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.USH1.1.5.1 Examine the development of diverse cultures in what is now the United States. (475.01a)
- 6-12.USH1.1.5.2 Identify significant countries and their roles and motives in the European exploration of the Americas. (475.01b)
- 6-12.USH1.1.5.3 Analyze and describe the interactions between native peoples and the European explorers. (475.01c)
- 6-12.USH1.1.5.4 Summarize the major events in the European settlement of North America from Jamestown to the end of the 18th century. (475.01d)
- 6-12.USH1.1.5.5 Explain the United States territorial expansion between 1801 and 1861 and identify internal and external conflicts. (475.01e, f)

**Goal 1.6: Explain the rise of human civilization.**

No objectives in U.S. History I

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives in U.S. History I

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives in U.S. History I

**Goal 1.9: Identify the role of religion in the development of human civilization.**



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No objectives in U.S. History I

**Standard 2: Geography**

Students in U.S. History I analyze the spatial organizations of people, places, and environment on the earth's surface, explain how human actions modify the physical environment and how physical systems affect human activity and living conditions, and trace the migration and settlement of human populations on the earth's surface.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

6-12.US1.2.1.1 Develop and interpret different kinds of maps, globes, graphs, charts, databases and models. (485.01a)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

~~6-12.US1.2.2.1 Explain ways in which people responded to their physical environment in the early national history of the United States. (485.03a)~~

6-12.US1.2.2.2 1 Analyze ways in which the physical environment affected political and economic development.

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

6-12.US1.2.3.1 Describe Pre-Columbian migration to the Americas.

6-12.US1.2.3.2 Illustrate westward migration across North America.

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives in U.S. History I

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives in U.S. History I

**Standard 3: Economics**

Students in U.S. History I explain basic economic concepts, ~~and~~ identify different influences on economic systems, and analyze the different types of economic institutions.

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

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- 6-12.US1.3.1.1 Describe the economic characteristics of mercantilism *colonialism*. (483.01a)
- 6-12.US1.3.1.2 Compare the economic development of the North with the South.

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.3.2.1 Describe the emergence and evolution of a market economy.
- 6-12.US1.3.2.2 Analyze the role of government policy in the early economic development of the United States. (484.01b)

**Goal 3.3: Analyze the different types of economic institutions.**

*No objectives in U.S. History I*

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.3.3.1 Evaluate the role of financial institutions in the economic development of the United States.

**Goal 3.4: Explain the concepts of good personal finance.**

No objectives in U.S. History I

**Standard 4: Civics and Government**

Students in U.S. History I build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, that all people in the United States have rights and assume responsibilities, and the evolution of democracy.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.4.1.1 Trace the development of constitutional democracy in the United States, such as the Mayflower Compact, colonial assemblies, Bacon's Rebellion. (480.01.a)
- 6-12.US1.4.1.2 Identify fundamental values and principles as expressed in basic documents such as the Declaration of Independence, Articles of Confederation, and the United States Constitution. (480.01b)
- 6-12.US1.4.1.3 Evaluate issues in which fundamental values and principles are in conflict, such as between liberty and equality, individual interests and the common good, and majority rule and minority protections. (480.01d)

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

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**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.4.2.1 Explain how the executive, legislative, and judicial powers are distributed and shared among the three branches of national government. (481.01a)
- 6-12.US1.4.2.2 Explain how and why powers are distributed and shared between national and state governments in a federal system. *the United States*. (481.01b)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.4.3.1 Provide and evaluate examples of social and political leadership in early American history. (474.01d)
- 6-12.US1.4.3.2 Describe ways in which citizens participated in early American public life. (482.01c)

**Goal 4.4: Build an understanding of the evolution of democracy.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.4.4.1 Describe the role of gender, race, ethnicity, religion, and national origin on the development of individual/political rights. (474.01e)

**Goal 4.5: Build an understanding of comparative government.**

No objectives in U.S. History I

**Standard 5: Global Perspectives**

Students in U.S. History I build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of U.S. History I, the student will be able to:**

- 6-12.US1.5.1.1 Explain the significance of principale policies and events in the United States' relations with the world, such as the War of 1812, Monroe Doctrine, and Mexican and Spanish American Wars.
- 6-12.US1.5.1.2 Evaluate the major foreign policy positions that have characterized the United States' relations with the world, such as isolationism and imperialism.
- 6-12.US1.5.1.3 Analyze how *the use of the* national interest *as a criterion for* shaping foreign policy

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**IDAHO CONTENT STANDARDS  
GRADE 9-12  
U.S. HISTORY II**

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: History**

Students in U.S. History II build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, identify the role of American Indians in the development of the United States, analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States, and trace the role of exploration and expansion in the development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.1.1.1 Analyze ways in which language, literature, the arts, traditions, beliefs, values and behavior patterns of diverse cultures have enriched American society. (498.01a)
- 9-12.US2.1.1.2 Discuss the causes and effects of various compromises and conflicts in American history.
- 9-12.US2.1.1.3 Analyze significant movements for social change.

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.1.2.1 Identify motives for continued immigration to the United States. (495.01a)
- 9-12.US2.1.2.2 Analyze the changes in the political, social, and economic conditions of immigrant groups. (495.01b)
- 9-12.US2.1.2.3 Discuss the causes and effects of 20<sup>th</sup> century migration and settlement patterns.

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.1.3.1 Trace federal policies such as Indian citizenship, Indian Reorganization Act, Termination, AIM, and self determination throughout history that have impacted contemporary American Indians.
- 9-12.US2.1.3.2 Discuss the resistance of American Indians to assimilation.
- 9-12.US2.1.3.3 Explain the influences of American Indians to the history and culture of the United States.

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**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.1.4.1 Explain the factors that contributed to the rise of industrialization in the 19<sup>th</sup> century. (496.01a)
- 9-12.US2.1.4.2 Describe the economic responses to industrialization and the emergence of the American labor movement. (496.01b)
- 9-12.US2.1.4.3 Analyze the political and social responses to industrialization. (496.01c)
- 9-12.US2.1.4.4 Identify and analyze the causes of the Great Depression and its effects upon American society. (496.01e)
- 9-12.US2.1.4.5 Account for and define the shift from the industrial society at the beginning of the 20th century to the technological society at the end of the 20th century. (496.01f)

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.1.5.1 Describe the factors that contributed to the expansion of the United States. (494.01d)

**Goal 1.6: Explain the rise of human civilization.**

No objectives in U.S. History II

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives in U.S. History II

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives in U.S. History II

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives in U.S. History II

**Standard 2: Geography**

Students in U.S. History II analyze the spatial organizations of people, places, and environment on the earth's surface, and explain how human actions modify the physical environment and how physical systems affect human activity and living conditions. ~~, and trace the migration and settlement of human populations on the earth's surface.~~

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**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.2.1.1 Develop and interpret different kinds of maps, globes, graphs, charts, databases and models. (485.01a)

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- ~~9-12.US2.2.2.1 Explain ways in which people responded to their physical environment in the development and emergence of the modern United States. (485.03a)~~
- 9-12.US2.2.2.1.2 Analyze ways in which the physical environment affected political and economic development.

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

~~**Objective(s): By the end of U.S. History II, the student will be able to:**~~

- ~~9-12.US2.2.3.1 Analyze how scientific and technological innovations have shaped migration and settlement patterns in the modern United States.~~

No objectives in U.S. History II

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives in U.S. History II

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives in U.S. History II

**Standard 3: Economics**

Students in U.S. History II explain basic economic concepts, ~~and~~ identify different influences on economic systems, analyze the different types of economic institutions, and explain the concepts of good personal finance.

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.3.1.1 Describe the emergence of the modern corporation.  
9-12.US2.3.1.2 Describe the development of a consumer economy.  
9-12.US2.3.1.3 Analyze the role of the modern United States in the global economy.

**Goal 3.2: Identify different influences on economic systems.**

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**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.3.2.1 Analyze the role of government policy in the economic development of the modern United States. (484.01b)

**Goal 3.3: Analyze the different types of economic institutions.**

*No objectives in U.S. History II*

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.3.3.1 Evaluate the role of financial institutions in the economic development of the United States.

**Goal 3.4: Explain the concepts of good personal finance.**

*No objectives in U.S. History II*

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.3.3.1 Analyze how economic conditions affect personal finance.

**Standard 4: Civics and Government**

Students in U.S. History II build an understanding of the organization and formation of the American system of government, build an understanding that all people in the United States have rights and assume responsibilities, and build an understanding of the evolution of democracy.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

No objectives in U.S. History II

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

*No objectives in U.S. History II*

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.4.2.1 Analyze the relationship between the three federal branches of government.

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.US2.4.3.1 Identify the impact of landmark United States Supreme Court cases, including *Plessy v. Ferguson* and *Brown v. Board of Education of Topeka*. (490.01b, c)
- 9-12.US2.4.3.2 Provide and evaluate examples of social and political leadership in American history. (490.01e)

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**Goal 4.4: Build an understanding of the evolution of democracy.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.U.S.H.2.4.4.1 Trace the development and expansion of political, civil, and economic rights. (490.01b, c)

**Goal 4.5: Build an understanding of comparative government.**

No objectives in U.S. History II

**Standard 5: Global Perspectives**

Students in U.S. History II build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of U.S. History II, the student will be able to:**

- 9-12.U.S.H.2.5.1.1 Compare competing belief systems of the 20<sup>th</sup> century, including communism, totalitarianism, isolationism, and internationalism.
- 9-12.U.S.H.2.5.1.2 Trace the major foreign policy positions that have characterized the United States' relations with the world in the 20<sup>th</sup> century.
- 9-12.U.S.H.2.5.1.3 Explain the significance of principal events in the United States' relations with the world, such as World Wars I and II, formation of the United Nations, Marshall Plan, NATO, Korean and Vietnam Wars, end of the Cold War, and interventions in Latin America and the Middle East. (497.01d, e, f, g, h)
- 9-12.U.S.H.2.5.1.4 Explain how and why the United States assumed the role of world leader after World War II and analyze ~~what~~ its leadership role ~~is~~ in the world today. (497.01e)



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IDAHO CONTENT STANDARDS  
GRADE 9-12  
AMERICAN GOVERNMENT

Students are expected to know content and apply skills from previous grades.

**Standard 1: History**

Students in American Government build an understanding of the cultural and social development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

*No goals or objectives in American Government*

**Objective(s): By the end of American Government, the student will be able to:**

- 9-12.G.1.1.1 Describe historical milestones that led to the creation of limited government in the United States, such as the Declaration of Independence (1776), Articles of Confederation (1781), state constitutions and charters, United States Constitution (1787), and the Bill of Rights (1791). ([503.01e](#))
- 9-12.G.1.1.2 Analyze important events responsible for bringing about political changes in the United States.

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives in American Government

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives in American Government

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

No objectives in American Government

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives in American Government

**Goal 1.6: Explain the rise of human civilization.**

No objectives in American Government

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

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No objectives in American Government

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives in American Government

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives in American Government

**Standard 2: Geography**

*No goals or objectives in American Government*

Students in American Government explain how geography enables people to comprehend the relationships between people, places, and environments over time.

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

No objectives in American Government

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

No objectives in American Government

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

No objectives in American Government

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

No objectives in American Government

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

**Objective(s): By the end of American Government, the student will be able to:**

9-12.G.2.5.1 Analyze the impact of geography on the American political system, such as electoral politics and congressional redistricting.

**Standard 3: Economics**

Students in American Government identify different influences on economic systems.

*No goals or objectives in American Government*

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**Goal 3.1: Explain basic economic concepts.**

No objectives in American Government

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of American Government, the student will be able to:**

9-12.G.3.2.1 Analyze the economic impact of government policy.

**Goal 3.3: Analyze the different types of economic institutions.**

No objectives in American Government

**Goal 3.4: Explain the concepts of good personal finance.**

No objectives in American Government

**Standard 4: Civics and Government**

Students in American Government build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, that all people in the United States have rights and assume responsibilities, and the evolution of democracy.

**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

**Objective(s): By the end of American Government, the student will be able to:**

9-12.G.4.1.1 Describe the origins of constitutional law in western civilization, including the natural rights philosophy, Magna Carta (1215), common law, and the Bill of Rights (1689) in England. (503.01a, c)

~~9-12.G.4.1.2 Describe historical milestones that led to the creation of limited government in the United States, such as the Declaration of Independence (1776), Articles of Confederation (1781), state constitutions and charters, United States Constitution (1787), and the Bill of Rights (1791) in the United States. (503.01e)~~

9-12.G.4.1.32 Analyze the essential ideals and objectives of the original organizing documents of the United States including the Declaration of Independence, the Articles of Confederation, and the United States Constitution and Amendments. (503.01b)

9-12.G.4.1.43 Explain the central principles of the United States governmental system including written constitution, popular sovereignty, limited government, separation of powers, majority rule with minority rights, and federalism. (503.01c)

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

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**Objective(s): By the end of American Government, the student will be able to:**

- 9-12.G.4.2.1 Identify the three branches of federal government, their powers, and responsibilities. (504.01a)
- 9-12.G.4.2.2 Explain the functions, powers, interactions, and relationships among federal, state, local, and tribal governments. (504.01b)
- 9-12.G.4.2.3 Analyze and explain sovereignty and the treaty/trust relationship the United States has with American Indian tribes with emphasis on Idaho, such as hunting and fishing rights, and land leasing. (504.01d)
- 9-12.G.4.2.4 Analyze the role of political parties and other political organizations and their impact on the American system of government. (504.01e)
- 9-12.G.4.2.5 Explain the electoral process at each level of government. (506.01c)
- 9-12.G.4.2.6 Compare different forms of government, such as presidential with parliamentary, unitary with federal, democracy with dictatorship.

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

**Objective(s): By the end of American Government, the student will be able to:**

- 9-12.G.4.3.1 Explain the ways in which individuals become citizens and distinguish among obligations, responsibilities, and rights. (506.01d)
- 9-12.G.4.3.2 Explain the implications of dual citizenship with regard to American Indians.
- 9-12.G.4.3.3 Identify the ways in which citizens can participate in the political process at the local, state, and national level. (506.01b)
- 9-12.G.4.3.4 Analyze and evaluate decisions about rights of individuals in landmark cases of the United States Supreme Court, including *Gideon v. Wainwright*, *Miranda v. Arizona*. (490.01b)

**Goal 4.4: Build an understanding of the evolution of democracy.**

**Objective(s): By the end of American Government, the student will be able to:**

- 9-12.G.4.4.1 Analyze the struggles for the extension of civil rights. (490.01c)
- 9-12.G.4.4.2 Analyze and evaluate states' rights disputes past and present. (490.01d)
- 9-12.G.4.4.3 Provide and evaluate examples of the role of leadership in the changing relationship among the branches of American government. (490.01e)
- 9-12.G.4.4.4 Discuss how the interpretation and application of the United States Constitution has evolved.

**Goal 4.5: Build an understanding of comparative government.**

No objectives in American Government

**Standard 5: Global Perspectives**

Students in American Government build an understanding of multiple perspectives and global interdependence.

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**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of American Government, the student will be able to:**

- ~~9-12.G.5.1.1~~ ~~Compare different forms of government, such as presidential with parliamentary, unitary with federal, democracy with dictatorship.~~
- 9-12.G.5.1.21 Discuss the mutual impact of ideas, issues, and policies among nations, including environmental, economic, and humanitarian. (505.01c)
- 9-12.G.5.1.32 Describe the characteristics of United States foreign policy and how it has been created ~~made~~ and implemented over time. (505.01a)
- 9-12.G.5.1.43 Identify and evaluate the role of the United States in international organizations and agreements, such as the United Nations, NAFTA, and ~~the~~ humanitarian organizations ~~International Red Cross~~. (505.01b)

IDAHO CONTENT STANDARDS  
GRADE 9-12  
ECONOMICS

Students are expected to know content and apply skills from previous grades.

Standard 1: History

*No goals or objectives in Economics*

Students in Economics analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.

**Goal 1.1: Build an understanding of the cultural and social development of the United States.**

No objectives in Economics

**Goal 1.2: Trace the role of migration and immigration of people in the development of the United States.**

No objectives in Economics

**Goal 1.3: Identify the role of American Indians in the development of the United States.**

No objectives in Economics

**Goal 1.4: Analyze the political, social, and economic responses to industrialization and technological innovations in the development of the United States.**

**Objective(s): By the end of Economics, the student will be able to:**

- 9-12.E.1.4.1 Analyze the impact of events such as wars, industrialization, and technological developments on the business cycle.

**Goal 1.5: Trace the role of exploration and expansion in the development of the United States.**

No objectives in Economics

**Goal 1.6: Explain the rise of human civilization.**

No objectives in Economics

**Goal 1.7: Trace how natural resources and technological advances have shaped human civilization.**

No objectives in Economics

**Goal 1.8: Build an understanding of the cultural and social development of human civilization.**

No objectives in Economics

**Goal 1.9: Identify the role of religion in the development of human civilization.**

No objectives in Economics

**Standard 2: Geography**

*No goals or objectives in Economics*

**Students in Economics analyze the human and physical characteristics of different places and regions.**

**Goal 2.1: Analyze the spatial organizations of people, places, and environment on the earth's surface.**

No objectives in Economics

**Goal 2.2: Explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.**

No objectives in Economics

**Goal 2.3: Trace the migration and settlement of human populations on the earth's surface.**

No objectives in Economics

**Goal 2.4: Analyze the human and physical characteristics of different places and regions.**

**Objective(s): By the end of Economics, the student will be able to:**

9-12.E.2.4.1 Explain how the factors of production are distributed among geographic regions and how this influences economic growth.

**Goal 2.5: Explain how geography enables people to comprehend the relationships between people, places, and environments over time.**

No objectives in Economics

**Standard 3: Economics**

Students in Economics explain basic economic concepts, identify different influences on economic systems, analyze the different types of economic institutions, and explain the concepts of good personal finance.

**Goal 3.1: Explain basic economic concepts.**

**Objective(s): By the end of Economics, the student will be able to ~~do~~:**

- 9-12.E.3.1.1 Define scarcity and explain its implications in decision making. (510.01a)
- 9-12.E.3.1.2 Identify ways in which the interaction of all buyers and sellers influence prices. (510.01b)
- 9-12.E.3.1.3 Identify how ~~the~~ incentives ~~that~~ determine what is produced and distributed in a competitive market system. (510.01d)
- 9-12.E.3.1.4 Describe the factors of production.
- 9-12.E.3.1.5 Create and interpret graphs that model economic concepts.

**Goal 3.2: Identify different influences on economic systems.**

**Objective(s): By the end of Economics, the student will be able to ~~do~~:**

- 9-12.E.3.2.1 Compare and contrast the characteristics of different economic systems and economic philosophies. (510.01f)
- 9-12.E.3.2.2 Explain and illustrate the impact of economic policies and decisions made by governments, businesses, and individuals. (512.01b)

**Goal 3.3: Analyze the different types of economic institutions.**

**Objective(s): By the end of Economics, the student will be able to ~~do~~:**

- 9-12.E.3.3.1 Explain the characteristics of various types of business and market structures. (513.01a)
- 9-12.E.3.3.2 Describe the elements of entrepreneurship and successful businesses. (513.01b)
- 9-12.E.3.3.3 Identify the role of the financial markets and institutions. (513.01c)
- 9-12.E.3.3.4 Explain the purposes of labor unions. (513.01e)
- 9-12.E.3.3.5 Explain the difference between monetary policy and fiscal policy.
- 9-12.E.3.3.6 Analyze the various parts of the business cycle and its effect on the economy.

**Goal 3.4: Explain the concepts of good personal finance.**

**Objective(s): By the end of Economics, the student will be able to ~~do~~:**

- 9-12.E.3.4.1 Examine and apply the elements of responsible personal fiscal management, such as budgets, interest, investment, credit, and debt. (514.01a)
- 9-12.E.3.4.2 Identify and evaluate sources and examples of consumers' responsibilities and rights. (514.01b)
- 9-12.E.3.4.3 Discuss the impact of taxation as applied to personal finances. (514.01c)

**Standard 4: Civics and Government**

Students in Economics build an understanding of the organization and formation of the American system of government.



**Goal 4.1: Build an understanding of the foundational principles of the American political system.**

No objectives in Economics

**Goal 4.2: Build an understanding of the organization and formation of the American system of government.**

**Objective(s): By the end of Economics, the student will be able to:**

- 9-12.E.4.2.1 Explain the basic functions of government in a mixed economic system. (512.01c)
- 9-12.E.4.2.2 Identify laws and policies adopted in the United States to regulate competition. (512.01c)

**Goal 4.3: Build an understanding that all people in the United States have rights and assume responsibilities.**

No objectives in Economics

**Goal 4.4: Build an understanding of the evolution of democracy.**

No objectives in Economics

**Goal 4.5: Build an understanding of comparative government.**

No objectives in Economics

**Standard 5: Global Perspectives**

Students in Economics build an understanding of multiple perspectives and global interdependence.

**Goal 5.1: Build an understanding of multiple perspectives and global interdependence.**

**Objective(s): By the end of Economics, the student will be able to:**

- 9-12.E.5.1.1 Describe the involvement of the United States in international economic organizations and treaties, such as GATT, ~~NAFTA~~ IMF, and the WTO. (505.01b)
- 9-12.E.5.1.2 Analyze global economic interdependence and competition.
- 9-12.E.5.1.3 Apply economic concepts to explain the role of imports/exports both nationally and internationally. (510.01g)

**IDAHO CONTENT STANDARDS  
HEALTH EDUCATION  
Kindergarten to Grade 2**

**Standard 1: Comprehend Core Concepts**

Core Concepts of Health Education for K-Grade 2 are defined below:

**Alcohol, Tobacco & Other Drugs**

The use of alcohol, tobacco, and other drugs has major implications in the lifelong health of individuals. Implications include the effects, influences, and prevention of the use of alcohol, tobacco products, and other types of drugs on the body.

**Nutrition & Physical Activity**

To be ready to learn and to achieve their fullest potential, children need to be well nourished and physically active. In order to enhance physical, mental, emotional, and social health, students need to acquire the knowledge and skills to make healthy food choices and engage in lifelong physical activity.

**Injury Prevention & Safety**

Unintentional and intentional injuries rank among the greatest threats to the health of children and young adults. Knowledge about prevention through safe living habits, healthy decisions, violence prevention, emergency response and an understanding of the consequences of ones decisions will help to prevent many injuries.

**Mental, Emotional & Social Health**

Mental, emotional and social well-being is a foundation for building good health which includes a sense of security, identity, belonging, purpose and competence in order to strive toward a healthy and productive life.

**Prevention & Control of Disease**

Individuals can have a considerable measure of control over their own health and the chances of contracting most illnesses. Health-related choices and decisions regarding prevention of communicable and non-communicable diseases can include recognizing risk factors, identifying methods of contraction and transmission, as well as the prevention and treatment of disease. Information should be factual, medically accurate, objective and developmentally appropriate.

**Consumer & Community Health**

Consumers need to understand how health care services are provided as well as how individuals can take an active role in deciding on the use of health related services and products. Community health may include recognizing appropriate health professionals and products.

### **Growth, Development & Family Life**

A healthy family unit is vital to the well-being and successful development of children and youth. Growth and development includes the stages of life, and changes in relationships with others that accompany social development and the aging process. Information should be factual, medically accurate, objective and developmentally appropriate.

### **Environmental Health**

Individuals need to be aware of the impact of environmental issues and hazards on personal health. Environmental health may include precautions and behaviors to safeguard personal health, and practices that will reverse or slow down environmental pollution and related problems.

**Goal 1.1: Students will comprehend core concepts related to health promotion and disease prevention to enhance health including: Alcohol, Tobacco and Other Drugs; Nutrition and Physical Activity, Injury Prevention and Safety; Mental, Emotional and Social Health; Prevention and Control of Disease; Consumer and Community Health; Growth, Development and Family Life; and Environmental Health.**

#### **K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.1.1.1. Identify that healthy behaviors affect personal health.
- K-2.H.1.1.2. Recognize that there are multiple dimensions (i.e. emotional, intellectual, physical and social) of health.
- K-2.H.1.1.3. Describe ways to prevent communicable diseases.
- K-2.H.1.1.4. List ways to prevent common childhood injuries.
- K-2.H.1.1.5. Describe why it is important to seek health care.
- K-2.H.1.1.6. Identify body systems.

#### **Standard 2: Analyzing Influences**

**Goal 1.1: Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behavior.**

#### **K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.2.1.1 Identify how the family influences personal health practices and behaviors.
- K-2.H.2.1.2 Identify what the school can do to support personal health practices and behaviors.
- K-2.H.2.1.3 Describe how the media can influence health behaviors.

**Standard 3: Accessing Information**

**Goal 1.1. Students will demonstrate the ability to access valid information and products and services to enhance health.**

**K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.3.1.1 Identify trusted adults and professionals who can help promote health.
- K-2.H.3.1.2 Identify ways to locate school and community health helpers.

**Standard 4: Interpersonal Communication**

**Goal 1.1: Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks.**

**K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.4.1.1 Demonstrate healthy ways to express needs, wants, and feelings.
- K-2.H.4.1.2 Demonstrate listening skills to enhance health.
- K-2.H.4.1.3 Demonstrate ways to respond when in an unwanted, threatening, or dangerous situation.

**Standard 5: Decision Making**

**Goal 1.1: Students will demonstrate the ability to use decision-making skills to enhance health.**

**K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.5.1.1 Identify situations when a health-related decision is needed.
- K-2.H.5.1.2 Differentiate between situations when a health-related decision can be made individually or when assistance is needed.

**Standard 6: Goal Setting**

**Goal 1.1 Students will demonstrate the ability to use goal-setting skills to enhance health.**

**K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.6.1.1 Identify a short-term personal health goal and take action towards achieving the goal.
- K-2.H.6.1.2 Identify who can help when assistance is needed to achieve a personal health goal.

**Standard 7: Practice Healthy Behavior**

**Goal 1.1. Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce health risks.**

**K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.7.1.1. Demonstrate healthy practices and behaviors to maintain or improve personal health.
- K-2.H.7.1.2. Demonstrate behaviors that avoid or reduce health risks.

**Standard 8: Advocacy**

**Goal 1.1. Students will demonstrate the ability to advocate for personal, family, and community health.**

**K-2nd Grade Objectives**

**Objective(s): By the end of Second Grade, the student will be able to:**

- K-2.H.8.1.1. Make requests to promote personal health.
- K-2.H.8.1.2. Encourage peers and family to make positive health choices.

IDAHO CONTENT STANDARDS  
HEALTH EDUCATION  
Grades 3-5

**Standard 1: Comprehend Core Concepts**

Core Concepts of Health Education for Grades 3-5 are defined below:

**Alcohol, Tobacco & Other Drugs**

The use of alcohol, tobacco, and other drugs has major implications in the lifelong health of individuals. Implications include the effects, influences, prevention and treatment of the use of alcohol, tobacco products, and other types of drugs on the body.

**Nutrition & Physical Activity**

To be ready to learn and to achieve their fullest potential, children need to be well nourished and physically active. In order to enhance physical, mental, emotional, and social health, students need to acquire the knowledge and skills to make healthy food choices and engage in lifelong physical activity.

**Injury Prevention & Safety**

Unintentional and intentional injuries rank among the greatest threats to the health of children and young adults. Knowledge of prevention through safe living habits, healthy decisions, violence prevention, emergency response and an awareness of the consequences of ones decisions, will help to prevent many injuries.

**Mental, Emotional & Social Health**

Mental, emotional and social wellbeing is a foundation for building good health which includes a sense of security, identity, belonging, purpose and competence in order to strive toward a healthy and productive life.

**Prevention & Control of Disease**

Individuals can have a considerable measure of control over their own health, including the risks of contracting most illnesses. Health-related choices and decisions regarding prevention of communicable and non-communicable diseases can include recognizing risk factors, identifying methods of contraction and transmission, as well as the prevention and treatment of disease including HIV. Information should be factual, medically accurate, objective and developmentally appropriate.

**Consumer & Community Health**

Consumers need to understand how health care services are provided and how individuals can take an active role in determining the use of health related services and products. Community health includes providing valid and appropriate health information, education, services, and products.

**Growth, Development & Family Life**

A healthy family unit is vital to the well-being and successful development of children and youth. Growth and development includes the stages of life, changes that occur during puberty, and changes in relationships with others that accompany social development and the aging process. Family living includes healthy relationships, information regarding growth and development, and disease including HIV and their prevention. Information should be factual, medically accurate, objective and developmentally appropriate.

\*Reference to Idaho Education Code Title 33, Chapter 16, Sections 1608-1611

### **Environmental Health**

Individuals need to be aware of the impact of environmental issues and hazards on personal health. Environmental health may include precautions and behaviors to safeguard personal health, and practices that will reverse or slow down environmental pollution and related problems.

**Goal 1.1: Students will comprehend core concepts related to health promotion and disease prevention to enhance health including: Alcohol, Tobacco and Other Drugs; Nutrition and Physical Activity, Injury Prevention and Safety; Mental, Emotional and Social Health; Prevention and Control of Disease; Consumer and Community Health; Growth, Development and Family Life; and Environmental Health..**

#### **Grade 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.1.1.1. Describe the relationship between healthy behaviors and personal health.
- 3-5.H.1.1.2. Identify examples of emotional, intellectual, physical, and social health.
- 3-5.H.1.1.3. Describe ways in which a safe and healthy school and community environment can promote personal health.
- 3-5.H.1.1.4. Describe ways to prevent common childhood injuries and health problems.
- 3-5.H.1.1.5. Describe when it is important to seek health care.
- 3-5.H.1.1.6. Describe the impact of health behaviors on body systems.

#### **Standard 2: Analyzing Influences**

**Goal 1.1: Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behavior.**

#### **Grade 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.2.1.1. Describe how the family influences personal health practices and behaviors.
- 3-5.H.2.1.2. Identify the influences of culture on health practices and behaviors.
- 3-5.H.2.1.3. Identify how peers can influence healthy and unhealthy behaviors.
- 3-5.H.2.1.4. Describe how the school and community can support personal health practices and behaviors.
- 3-5.H.2.1.5. Describe ways that technology can influences personal health.

**Standard 3: Accessing Information**

**Goal 1.1. Students will demonstrate the ability to access valid information and products and services to enhance health.**

**Grade 3-5 Grade Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.3.1.1 Identify characteristics of valid health information, products, and services.
- 3-5.H.3.1.2 Locate resources from home, school, and community that provide valid health information.

**Standard 4: Interpersonal Communication**

**Goal 1.1: Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks.**

**Grade 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.4.1.1 Demonstrate effective verbal and nonverbal communication skills to enhance health.
- 3-5.H.4.1.2 Demonstrate refusal skills that avoid or reduce health risks.
- 3-5.H.4.1.3 Demonstrate nonviolent strategies to manage or resolve conflict.
- 3-5.H.4.1.4 Demonstrate how to ask for assistance to enhance personal health.

**Standard 5: Decision Making**

**Goal 1.1: Students will demonstrate the ability to use decision-making skills to enhance health.**

**Grade 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.5.1.1 Identify health-related situations that might require a thoughtful decision.
- 3-5.H.5.1.2 Analyze when assistance is needed when making a health-related decision.
- 3-5.H.5.1.3 List healthy options to health related issues or problems.
- 3-5.H.5.1.4 Predict the potential outcomes of each option when making a health-related decision.
- 3-5.H.5.1.5 Choose a healthy option when making a decision.
- 3-5.H.5.1.6 Describe the outcomes of a health related decisions.

**Standard 6: Goal Setting**

**Goal 1.1 Students will demonstrate the ability to use goal-setting skills to enhance health.**

**Grades 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.6.1.1 Set a personal health goal and track progress toward its achievement.
- 3-5.H.6.1.2 Identify resources to assist in achieving a personal health goal.



**Standard 7: Practice Healthy Behavior**

**Goal 1.1. Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce health risks.**

**Grades 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.7.1.1 Identify responsible personal health behaviors.
- 3-5.H.7.1.2 Demonstrate a variety of healthy practices and behaviors to maintain or improve personal health.
- 3-5.H.7.1.3 Demonstrate a variety of behaviors that avoid or reduce health risks.

**Standard 8: Advocacy**

**Goal 1.1. Students will demonstrate the ability to advocate for personal, family, and community health.**

**Grades 3-5 Objectives**

**Objective(s): By the end of Fifth Grade, the student will be able to:**

- 3-5.H.8.1.1 Express opinions and give accurate information about health issues.
- 3-5.H.8.1.2 Encourage others to make positive health choices.

IDAHO CONTENT STANDARDS  
HEALTH EDUCATION  
Grades 6-8

**Standard 1: Comprehend Core Concepts**

Core Concepts of Health Education for Grades 6-8 are defined below:

**Alcohol, Tobacco & Other Drugs**

The use of alcohol, tobacco, and other drugs, has major implications in the lifelong health of individuals. This includes the effects, influences, prevention, and treatment of the use of alcohol, tobacco products, and other types of drugs on the body.

**Nutrition & Physical Activity**

Youth are best ready to learn and achieve their fullest potential when they are well nourished and physically active. Nutrition and physical activity education increases knowledge and skills to make healthy food choices and to engage in lifelong physical activity which will promote health and preventable diseases.

This includes connections to physical, mental, emotional and social health; energy level; self image; and physical fitness.

**Injury Prevention & Safety**

Unintentional and intentional injuries rank among the greatest threats to the health of young. Knowledge about prevention through safe living habits, healthy decisions, violence prevention, emergency response, and an understanding of the consequences of ones decisions will help to prevent injuries.

**Mental, Emotional & Social Health**

Mental, emotional and social wellbeing is a foundation for building good health and includes a sense of security, identity, belonging, purpose and competence in order to strive toward a healthy and productive life. Knowledge and skills may include emotional intelligence, suicide prevention, stress management, communication skills, conflict resolution, and mental illness.

**Prevention & Control of Disease**

Individuals have a considerable measure of control over their own health and the risk of contracting most illnesses. Health-related choices and decisions regarding prevention of communicable and non-communicable diseases, include recognizing risk factors, identifying methods of contraction and transmission, as well as the prevention and treatment of disease. Information and discussion of sexually transmitted diseases, HIV and AIDS are important components of this content area. Information should be factual, medically accurate, objective and developmentally appropriate.

**Consumer & Community Health**

Consumers need to understand how health care services are provided as well as how individuals can take an active role in determining the use of health related services and

products. Community health may include recognizing and accessing valid and appropriate health information, education, services, and products.

### **Growth, Development & Family Life**

A healthy family unit is vital to the well-being and successful development of adolescence. Growth and development includes the stages of life, changes that occur during puberty, and changes in relationships with others that accompany social development and the aging process. Family living includes healthy relationships and sexuality, consequences of sexual activity, encouragement of abstinence from sexual activity, sexually transmitted diseases including HIV, pregnancy prevention, and methods of prevention. Information should be factual, medically accurate, objective and developmentally appropriate.

\*Reference to Idaho Education Code Title 33, Chapter 16: Sections 1608-1611

### **Environmental Health**

Individuals need an awareness of the impact of environmental issues and hazards on personal health. Environmental health may include precautions and behaviors to safeguard personal health and practices that reverse or slow down environmental pollution and related problems.

**Goal 1.1: Students will comprehend core concepts related to health promotion and disease prevention to enhance health including: Alcohol, Tobacco and Other Drugs; Nutrition and Physical Activity, Injury Prevention and Safety; Mental, Emotional and Social Health; Prevention and Control of Disease; Consumer and Community Health; Growth, Development and Family Life; and Environmental Health.**

### **Grade 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.1.1.1 Analyze the relationship between behaviors, body systems, and personal health.
- 6-8.H.1.1.2 Describe the interrelationships of emotional, intellectual, physical, and social health in adolescence.
- 6-8.H.1.1.3 Analyze how the environment affects personal health.
- 6-8.H.1.1.4 Describe how family history can affect personal health.
- 6-8.H.1.1.5 Describe ways to reduce or prevent injuries and adolescent health problems.
- 6-8.H.1.1.6 Explain how appropriate health care can promote personal health.
- 6-8.H.1.1.7 Describe the benefits of and barriers to practicing healthy behaviors.
- 6-8.H.1.1.8 Examine the likelihood of injury or illness if engaging in unhealthy behaviors.

### **Standard 2: Analyzing Influences**

**Goal 1.1: Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behavior.**

**Grade 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.2.1.1 Examine how family, culture, peers, school, and community influence healthy and unhealthy behaviors.
- 6-8.H.2.1.2 Analyze the influence of media and technology on personal and family health.
- 6-8.H.2.1.3 Explain how the perceptions of norms influence healthy and unhealthy behaviors.
- 6-8.H.2.1.4 Explain the influence of personal values and beliefs on individual health practices and behaviors.
- 6-8.H.2.1.5 Describe how some health risk behaviors can influence the likelihood of engaging in unhealthy behaviors.
- 6-8.H.2.1.6 Explain how school and public health policies can influence health promotion and disease prevention.

**Standard 3: Accessing Information**

**Goal 1.1. Students will demonstrate the ability to access valid information and products and services to enhance health.**

**Grade 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.3.1.1 Analyze the validity of healthy information, products, and services.
- 6-8.H.3.1.2 Access valid health information from home, school, and community.
- 6-8.H.3.1.3 Locate reliable and valid health products and services and determine accessibility.
- 6-8.H.3.1.4 Describe situations that may require professional health services.

**Standard 4: Interpersonal Communication**

**Goal 1.1: Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks.**

**Grade 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.4.1.1 Apply effective verbal and nonverbal communication skills to enhance health.
- 6-8.H.4.1.2 Demonstrate refusal and negotiation skills that avoid or reduce health risks.
- 6-8.H.4.1.3 Demonstrate effective conflict management or resolution strategies.
- 6-8.H.4.1.4 Demonstrate how to ask for assistance to enhance the health of self and others.

**Standard 5: Decision Making**

**Goal 1.1: Students will demonstrate the ability to use decision-making skills to enhance health.**

**Grade 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.5.1.1 Identify circumstances that can help or hinder healthy decision-making.

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- 6-8.H.5.1.2 Determine when health-related situations require the application of a thoughtful decision-making process.
- 6-8.H.5.1.3 Distinguish when individual or collaborate decision-making is appropriate.
- 6-8.H.5.1.4 Distinguish between healthy and unhealthy alternatives to health-related issues or problems.
- 6-8.H.5.1.5 Predict the potential short-term and long-term impact of each alternative on self and others.
- 6-8.H.5.1.6 Choose healthy alternatives over unhealthy alternatives when making a decision.
- 6-8.H.5.1.7 Analyze the outcomes of a health-related decision.

**Standard 6: Goal Setting**

**Goal 1.1 Students will demonstrate the ability to use goal-setting skills to enhance health.**

**Grades 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.6.1.1 Assess personal health practices.
- 6-8.H.6.1.2 Develop a goal to adopt, maintain, or improve a personal health practice.
- 6-8.H.6.1.3 Apply strategies and skills needed to attain a personal health goal.

**Standard 7: Practice Healthy Behavior**

**Goal 1.1. Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce health risks.**

**Grades 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.7.1.1 Explain the importance of assuming responsibility for personal health behaviors.
- 6-8.H.7.1.2 Demonstrate healthy practices and behaviors that will maintain or improve the health of self and others.
- 6-8.H.7.1.3 Demonstrate behaviors that avoid or reduce health risks to self and others.

**Standard 8: Advocacy**

**Goal 1.1. Students will demonstrate the ability to advocate for personal, family, and community health.**

**Grades 6-8 Objectives**

**Objective(s): By the end of Eighth Grade, the student will be able to:**

- 6-8.H.8.1.1 State a health-enhancing position on a topic and support it with accurate information.
- 6-8.H.8.1.2 Demonstrate how to influence and support others to make positive health choices.
- 6-8.H.8.1.3 Work cooperatively to advocate for the health of individuals, families, schools and the community.
- 6-8.H.8.1.4 Identify ways in which health messages and communication techniques can be altered for different audiences.

**IDAHO CONTENT STANDARDS  
HEALTH EDUCATION  
Grades 9-12**

**Standard 1: Comprehend Core Concepts**

Core Concepts of Health Education for Grades 9-12 are defined below:

**Alcohol, Tobacco & Other Drugs**

The use of alcohol, tobacco, and other drugs, has major implications in the lifelong health of individuals. These include the effects, influences, prevention and treatment of the use of alcohol, tobacco products, and other drugs on the body.

**Nutrition & Physical Activity**

For adolescents to learn and achieve to their fullest potential they need to acquire knowledge and skills to make healthy choices in food selection and engage in lifelong physical activity. This knowledge includes the link between healthy eating and exercise with physical, mental, emotional and social health; energy level; self image; and physical fitness.

**Injury Prevention & Safety**

Unintentional and intentional injuries rank among the greatest threats to the health of adolescence. Adolescents require knowledge that prevention includes safe living habits, healthy decisions, violence prevention, emergency response and an understanding of the consequences of one's decisions.

**Mental, Emotional & Social Health**

Mental, emotional and social well-being are foundations for building good health. These foundations include a sense of security, identity, belonging, purpose and competence in order to strive toward a healthy and productive life. Knowledge and skills may include emotional intelligence, suicide prevention, stress management, communication skills, conflict resolution, and mental illness.

**Prevention & Control of Disease**

Individuals have a considerable measure of control over their own health and the risks of contracting illnesses. Health-related choices and decisions regarding prevention of communicable and non-communicable include recognizing risk factors, identifying methods of contraction and transmission, as well as the prevention and treatment of disease. Accurate information and discussion of sexually transmitted diseases, HIV infection and AIDS are necessary and important components of this content area. Information should be factual, medically accurate, objective and developmentally appropriate.

### **Consumer & Community Health**

Consumers need to understand how health care services are provided as well as how individuals can take an active role in determining the use of health related services and products. Consumer and community health include recognizing and accessing valid and appropriate health information, services, and products. This includes knowledge about health insurance, health related research, advertising and fraudulent claims.

### **Growth, Development & Family Life**

A healthy family unit is vital to the well-being and successful development of adolescence. Growth and development includes the stages of life, and changes in relationships with others that accompany social development and the aging process. Family living includes the following topics: healthy relationships and sexuality, encouragement of abstinence from sexual activity, sexually transmitted diseases including HIV and their prevention, as well as methods of preventing pregnancy. Knowledge of factual, medically accurate and objective information is important along with personal, legal and economic responsibilities of parenthood and other consequences of sexual activity.

\*Reference to Idaho Education Code Title 33, Chapter 16, Sections 1608-1611

### **Environmental Health**

Individuals need to be aware of the impact of environmental issues and hazards on personal health. Environmental health includes precautions and behaviors to safeguard personal health, and practices that will reverse or slow down environmental pollution and related problems.

**Goal 1.1: Students will comprehend core concepts related to health promotion and disease prevention to enhance health including: Alcohol, Tobacco and Other Drugs; Nutrition and Physical Activity, Injury Prevention and Safety; Mental, Emotional and Social Health; Prevention and Control of Disease; Consumer and Community Health; Growth, Development and Family Life; and Environmental Health.**

### **Grade 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.1.1.1 Predict how behaviors can affect health status.
- 9-12.H.1.1.2 Describe the interrelationships of emotional, intellectual, physical, and social health.
- 9-12.H.1.1.3 Analyze how environment and personal health are interrelated.
- 9-12.H.1.1.4 Analyze how genetics and family history can affect personal health.
- 9-12.H.1.1.5 Propose ways to reduce health problems.
- 9-12.H.1.1.6 Analyze the relationship between access to health care and health status.
- 9-12.H.1.1.7 Compare and contrast the benefits of and barriers to practicing a variety of healthy behaviors.

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9-12.H.1.1.8 Analyze the potential severity of health problems that result from engaging in unhealthy behaviors.

**Standard 2: Analyzing Influences**

**Goal 1.1: Students will analyze the influence of family, peers, culture, media, technology, and other factors on health behavior.**

**Grade 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.2.1.1 Analyze how the family and culture influence health beliefs and behaviors.
- 9-12.H.2.1.2 Analyze how peers influence health beliefs and behaviors.
- 9-12.H.2.1.3 Evaluate how the school and community can affect personal health practice and behaviors.
- 9-12.H.2.1.4 Analyze how the media and technology influence health beliefs and behaviors.
- 9-12.H.2.1.5 Analyze how the perception of norms influences healthy and unhealthy behaviors.
- 9-12.H.2.1.6 Analyze how some health risk behaviors can influence the likelihood of engaging in unhealthy behaviors.
- 9-12.H.2.1.7 Analyze how public health policies and government regulations can influence health promotion and disease prevention.

**Standard 3: Accessing Information**

**Goal 1.1. Students will demonstrate the ability to access valid information and products and services to enhance health.**

**Grade 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.3.1.1 Evaluate the validity of health information, products, and services.
- 9-12.H.3.1.2 Determine the accessibility of health information, products, and services.
- 9-12.H.3.1.3 Access valid and reliable health information, products, and services.
- 9-12.H.3.1.4 Use resources from home, school, and community that provide valid health information.
- 9-12.H.3.1.5 Determine when professional health services may be required.

**Standard 4: Interpersonal Communication**

**Goal 1.1: Students will demonstrate the ability to use interpersonal communication skills to enhance health and avoid or reduce health risks.**

**Grade 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.4.1.1 Use skills for communicating effectively with family, peers, and others to enhance health.
- 9-12.H.4.1.2 Demonstrate refusal, negotiation, and collaboration skills to enhance health and avoid or reduce health risks.



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- 9-12.H.4.1.3 Demonstrate strategies to prevent, manage, or resolve interpersonal conflicts without harming self or others.
- 9-12.H.4.1.4 Demonstrate how to ask for and offer assist to enhance the health of self and others.

**Standard 5: Decision Making**

**Goal 1.1: Students will demonstrate the ability to use decision-making skills to enhance health.**

**Grade 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.5.1.1 Examine barriers that can hinder healthy decision-making.
- 9-12.H.5.1.2 Determine the value of applying a thoughtful decision-making process in health-related situations.
- 9-12.H.5.1.3 Justify when individual or collaborative decision-making is appropriate.
- 9-12.H.5.1.4 Generate alternatives to health-related issues or problems.
- 9-12.H.5.1.5 Predict the potential short-term and long-term impact of each alternative on self and others.
- 9-12.H.5.1.6 Defend the healthy choice when making decisions.
- 9-12.H.5.1.7 Evaluate the effectiveness of health-related decisions.

**Standard 6: Goal Setting**

**Goal 1.1 Students will demonstrate the ability to use goal-setting skills to enhance health.**

**Grades 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.6.1.1 Assess personal health practices and overall health status.
- 9-12.H.6.1.2 Develop a plan to attain a personal health goal that addresses strengths, needs, and risks.
- 9-12.H.6.1.3 Implement strategies and monitor progress in achieving a personal health goal.
- 9-12.H.6.1.4 Formulate an effective long-term personal health plan.

**Standard 7: Practice Healthy Behavior**

**Goal 1.1. Students will demonstrate the ability to practice health-enhancing behaviors and avoid or reduce health risks.**

**Grades 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.7.1.1 Analyze the role of individual responsibility in enhancing health.
- 9-12.H.7.1.2 Demonstrate a variety of healthy practices and behaviors that will maintain or improve the health of self and others.

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9-12.H.7.1.3 Demonstrate a variety of healthy practices and behaviors that avoid or reduce health risks to self and others.

**Standard 8: Advocacy**

**Goal 1.1. Students will demonstrate the ability to advocate for personal, family, and community health.**

**Grades 9-12 Objectives**

**Objective(s): By the end of Twelfth Grade, the student will be able to:**

- 9-12.H.8.1.1 Use accurate peer and societal norms to formulate a health-enhancing message.
- 9-12.H.8.1.2 Demonstrate how to influence and support others to make positive health choices.
- 9-12.H.8.1.3 Work cooperatively as an advocate for improving personal, family, and community health.
- 9-12.H.8.1.4 Adapt health messages and communication techniques to target a specific audience.

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**IDAHO CONTENT STANDARDS  
GRADE K- 2  
PHYSICAL EDUCATION**

**Standard 1: Skilled Movement**

**Goal 1.1: Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities.**

**Objective(s): By the end of grade 2, students will:**

- K-2.PE.1.1.1 Achieve mature forms in the basic locomotor skills (e.g., walking, running, skipping, etc.) and vary the manner in which these skills are performed during changing conditions and expectations (e.g., levels, speeds, pathways, relationships, and effort).
- K-2.PE.1.1.2 Demonstrate smooth transitions between sequential locomotor, non-locomotor, and manipulative skills (e.g. PEmetrics, etc.).
- K-2.PE.1.1.3 Achieve mature form in the less complex manipulative skills (e.g., underhand throw, catching, rolling, etc.) and show progress toward achieving mature form in the more complex manipulative skills (e.g., foot dribble, overhand throw, kicking, etc.).
- K-2.PE.1.1.4 Demonstrate control in non-locomotor skills (e.g., twisting, bending, weight-transfer, etc.) as well as weight-bearing and balancing on a variety of body parts (e.g. symmetrical/asymmetrical, stork stand, partner balances, etc.).

**Standard 2: Movement Knowledge**

**Goal 2.1: Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities.**

**Objective(s): By the end of grade 2, students will:**

- K-2.PE.2.1.1 Identify simple biomechanical principles (e.g., opposition, weight transfer, wide base of support for stability, etc.).
- K-2.PE.2.1.2 Identify and apply critical cues and concepts of body, space, effort, and relationships that vary the quality of movement (e.g., side to target, move in personal space, throw hard for distance, name different pathways, etc.).

**Standard 3: Valuing a Physically Active Lifestyle**

**Goal 3.1: Participate daily in physical activity for health, enjoyment and/or satisfaction, challenge, self-expression and/or social interaction.**

**Objective(s): By the end of grade 2, students will:**

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- K2.PE.3.1.1 Participate in developmentally appropriate moderate to vigorous physical activity a minimum of 33% of the lesson time (e.g., time assessment, pedometer = 1800 steps in a 30 minute class or 60 steps per minute, etc.).
- K-2.PE.3.1.2 Participate daily in moderate to vigorous physical activity during and outside of class as recommended by NASPE, CDC, and USDHHS of at least 60 minutes or more per day (e.g., activity logs, step count of at least 12000 steps per day, activity breaks, etc.).
- K-2.PE.3.1.3 Express feelings about participation appropriately during physical activity (e.g., use of emoticons like smiley faces and thumb up/down, etc.).

**Standard 4: Personal Fitness**

**Goal 4.1: Achieve and maintain a health-enhancing level of physical fitness.**

**Objective(s): By the end of grade 2, students will:**

- K-2.PE.4.1.1 Engage in a variety of activities that promote health-related physical fitness (e.g., jumping rope, riding a bicycle, animal walks, climbing rope, chasing and fleeing games, tumbling activities, dance skills, etc.).
- K-2.PE.4.1.2 Know and demonstrate basic knowledge of health-related fitness including cardiorespiratory endurance, muscular strength and endurance, flexibility, and body composition (e.g., identify various activities that demonstrate each health-related component, etc.).
- K-2.PE.4.1.3 Recognize physiological signs associated with participation in moderate-to-vigorous physical activity (e.g., sweating, fast heart rate, heavy breathing, etc.).

**Standard 5: Personal and Social Responsibility**

**Goal 5.1: Exhibit responsible and social behavior that respects self and others in physical activity settings.**

**Objective(s): By the end of grade 2, students will:**

- K-2.PE.5.1.1 Apply physical education class rules, procedures, and safe practices (e.g., listen/respond to teacher and peers, personal space, follow directions, etc).
- K-2.PE.5.1.2 Interact cooperatively using interpersonal communication during partner and small group activities (taking turns, sharing equipment, helping others, etc).
- K-2.PE.5.1.3 Work together to problem solve, complete a task, and/or tackle a challenge (e.g. rock/paper/scissors, sharing, partner games, etc).

**IDAHO CONTENT STANDARDS  
GRADE 3-5  
PHYSICAL EDUCATION**

**Standard 1: Skilled Movement**

**Goal 1.1: Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities.**

**Objective(s): By the end of grade 5, students will:**

- 3-5.PE.1.1.1 Apply fundamental, non-locomotor, locomotor, and manipulative skills in dynamic and complex movements (e.g., games, dance, educational gymnastics, etc.).
- 3-5.PE.1.1.2 Demonstrate mature movements using concepts of effort, relationships, and body and space awareness.
- 3-5.PE.1.1.3 Demonstrate a wide variety of specialized skills (e.g., passing a ball, softball fielding, defensive sliding, grapevine dance step, rollerblading heel stop, bicycle signaling, etc.).

**Standard 2: Movement Knowledge**

**Goal 2.1: Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities.**

**Objective(s): By the end of grade 5, students will:**

- 3-5.PE.2.1.1 Utilize knowledge of critical cues and simple biomechanical principles to provide feedback to self and others (e.g., Did I follow through?, self and peer checklist, etc.).
- 3-5.PE.2.1.2 Transfer concepts to new skills/games (e.g., offensive and defensive strategies, bending the knees lowers the center of gravity and increases stability, rhythm and timing, etc.).
- 3-5.PE.2.1.3 Identify ways to improve performance (e.g., appropriate practice, learn techniques, positive self talk, visualize performance, etc.).

**Standard 3: Valuing a Physically Active Lifestyle**

**Goal 3.1: Participate daily in physical activity for health, enjoyment and/or satisfaction, challenge, self-expression and/or social interaction.**

**Objective(s): By the end of grade 5, students will:**

- 3-5.PE.3.1.1 Participate in developmentally appropriate moderate to vigorous physical activity a minimum of 33% of the lesson time (e.g., time assessment, pedometer = 1800 steps in a 30 minute class or 60 steps per minute, etc.).

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- 3-5.PE.3.1.2 Participate daily in moderate to vigorous physical activity during and outside of class as recommended by NASPE, CDC, and USDHHS of at least 60 minutes or more per day (e.g., activity logs, step count of at least 12000 steps per day, activity breaks, etc.).
- 3-5.PE.3.1.3 Identify and/or make use of opportunities at school and within the community for regular participation in physical activity (e.g., enroll in organized school activity, etc.).
- 3-5.PE.3.1.4 Seek personally challenging experiences in physical activity (e.g., sets realistic improvement goals for a greater challenge in existing activity, etc.).

**Standard 4: Personal Fitness**

**Goal 4.1: Achieve and maintain a health-enhancing level of physical fitness.**

**Objective(s): By the end of grade 5, students will:**

- 3-5.PE.4.1.1 Know and demonstrate the health-related fitness components (cardiorespiratory endurance, muscular strength and endurance, flexibility, and body composition) by improving, meeting and/or sustaining gender and age-related contemporary fitness standards as defined by approved tests (e.g., Fitnessgram or President’s Council healthy fitness zone/level, identify various activities that demonstrate each health-related component, etc.).
- 3-5.PE.4.1.2 Regularly participate in moderate-to-vigorous physical activity which improves physical fitness (e.g., physical education class, home/school/community programs, etc.).
- 3-5.PE.4.1.3 With teacher assistance, interpret the results and significance of information provided by formal measures of physical fitness and set and achieve attainable personal health-related fitness goals (e.g., Physical Best, goal setting, etc.).

**Standard 5: Personal and Social Responsibility**

**Goal 5.1: Exhibit responsible and social behavior that respects self and others in physical activity settings.**

**Objective(s): By the end of grade 5, students will:**

- 3-5.PE.5.1.1 Identify the purposes for and follow safe practices, rules, procedures, and etiquette (e.g. help a peer, use equipment appropriately, accept teacher decision regarding a rule infraction without blaming, etc.).
- 3-5.PE.5.1.2 Work independently and cooperatively in groups to complete tasks and challenges (e.g. develop a creative game, practice to improve performance in and out of school, team building challenges, task cards, etc.).
- 3-5.PE.5.1.3 Appreciate the diversity of others by cooperating with those of a different gender, race, ethnicity, and ability (e.g. dancing with a peer of a different gender, modify an activity for inclusion; cultural games, etc.)

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IDAHO CONTENT STANDARDS  
GRADE 6-8  
PHYSICAL EDUCATION

**Standard 1: Skilled Movement**

**Goal 1.1: Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities.**

**Objective(s): By the end of grade 8, students will:**

- 6-8.PE.1.1.1 Demonstrate mature form in the basic skills of more specialized activities (e.g., wall/net, invasion, field/striking, target, dance, outdoor activities, fitness, etc.).
- 6-8.PE.1.1.2 Adapt and combine skills successfully in modified games or activities of increasing complexity and in combination with other basic skills.
- 6-8.PE.1.1.3 Demonstrate movement tactics and strategies that can be applied to a variety of sports and physical activities (e.g., wall/net, invasion, field/striking, target, dance, outdoor activities, fitness, etc.).

**Standard 2: Movement Knowledge**

**Goal 2.1: Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities.**

**Objective(s): By the end of grade 8, students will:**

- 6-8.PE.2.1.1 Identify and apply the critical elements, strategies, and tactics of higher level movements in wall/net, invasion, field/striking, target, dance, outdoor activities, fitness, etc., (e.g., transition from offense to defense, leave no trace, shortest distance, angles of interception, fluid sequential movement, etc.).
- 6-8.PE.2.1.2 Identify principles of practice and biomechanics that enhance movement performance (e.g., describe basic principles of training and how they improve fitness, describe why extending the elbow in striking skills is important, etc.).
- 6-8.PE.2.1.3 Apply external feedback to guide and improve performance (e.g., use videos to refine skills, verbal feedback to improve performance, etc.).

**Standard 3: Valuing a Physically Active Lifestyle**

**Goal 3.1: Participate daily in physical activity for health, enjoyment and/or satisfaction, challenge, self-expression and/or social interaction.**

**Objective(s): By the end of grade 8, students will:**

- 6-8.PE.3.1.1 Participate in developmentally appropriate moderate to vigorous physical activity a minimum of 50% of the lesson time (e.g., time assessment, pedometer = 3200 steps in a 40 minute lesson or 80 steps per minute, etc.).

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- 6-8.PE.3.1.2 Participate daily in moderate to vigorous physical activity during and outside of class as recommended by NASPE, CDC, and USDHHS of at least 60 minutes or more per day (e.g., activity logs, step count of at least 12000 steps per day, activity breaks, etc.).
- 6-8.PE.3.1.3 Explore a variety of challenging physical activities for personal interest, self-expression and social interaction in a variety of settings including school, home, workplace, and community (e.g., bowling, golf, recreational teams, lessons, camping, etc.).
- 6-8.PE.3.1.4 Describe the challenges found both in experiencing high levels of competition and in learning new and/or different activities (e.g., journaling, videos, blogs, etc.).

**Standard 4: Personal Fitness**

**Goal 4.1: Achieve and maintain a health-enhancing level of physical fitness.**

**Objective(s): By the end of grade 8, students will:**

- 6-8.PE.4.1.1 Know and demonstrate the health-related fitness components including cardiorespiratory endurance, muscular strength and endurance, flexibility, and body composition by improving, meeting and/or sustaining gender and age-related contemporary fitness standards as defined by approved tests (e.g., Fitnessgram or President’s Council healthy fitness zone/level, identify various activities that demonstrate each health-related component, etc.).
- 6-8.PE.4.1.2 Know and demonstrate the basic knowledge of skill-related fitness including agility, coordination, balance, power, reaction time, and speed (e.g., President’s Council, assessment series from NASPE, combatives, sprint starts, vertical/standing jump, pilates, etc.).
- 6-8.PE.4.1.3 Participate in a variety of health-related and skill-related fitness activities in diverse settings including school, home, workplace, and community (e.g., hiking, swimming, orienteering, rock climbing, fun runs, social dance, etc.).
- 6-8.PE.4.1.4 Assess physiological indicators of exercise during and after physical activity (e.g., target heart rate zone, perceived exertion, etc.).
- 6-8.PE.4.1.5 Apply basic principles and types of training to improve fitness goals (e.g., frequency, intensity, progression, specificity, overload, regularity, interval training, fartlek, circuit training, resistance training, etc.).

**Standard 5: Personal and Social Responsibility**

**Goal 5.1: Exhibit responsible and social behavior that respects self and others in physical activity settings.**

**Objective(s): By the end of grade 8, students will:**

- 6-8.PE.5.1.1 Apply safe practices, ethical behavior, and positive forms of social interaction when participating in physical activities (e.g. participate within

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- the rules of an activity, display good sportsmanship, practice self-control, etc.).
- 6-8.PE.5.1.2 Solve problems by analyzing potential consequences when confronted with a behavioral choice (e.g. resolve argument between peers, be sensitive of the rights and feelings of others, role play, case studies, etc.).
- 6-8.PE.5.1.3 Work independently and in groups to achieve goals in competitive and cooperative settings (e.g. identify ways to relieve stress, develop team goals, practice for competition, sport education, adventure activities, challenge activities, etc.).
- 6-8.PE.5.1.4 Appreciate others of diverse characteristics and backgrounds during physical activity (e.g. invite others with differences to participate in an activity, work cooperatively with peers of diverse skill levels, cultural activities/projects, peer mentoring, etc.).
- 6-8.PE.5.1.5 Recognize the role of sport and physical activity in influencing personal and social behavior (e.g. identify positive and negative behaviors of sport figures, develop leadership skills, responsibility of actions, importance of individual roles in group activities, etc.).

IDAHO CONTENT STANDARDS  
GRADE 9-12  
PHYSICAL EDUCATION

**Standard 1: Skilled Movement**

**Goal 1.1: Demonstrate competency in motor skills and movement patterns needed to perform a variety of physical activities.**

**Objective(s): By the end of grade 12, students will:**

- 9-12.PE.1.1.1 Demonstrate competency in basic and advanced skills and tactics in at least five leisure and lifetime physical activities (e.g., individual/dual/team-related sports, outdoor pursuits, rhythm, fitness, and aquatics).

**Standard 2: Movement Knowledge**

**Goal 2.1: Demonstrate understanding of movement concepts, principles, strategies and tactics as they apply to the learning and performance of physical activities.**

**Objective(s): By the end of grade 12, students will:**

- 9-12.PE.2.1.1 Demonstrate the knowledge and understanding necessary to develop scientifically based personal activity plans that include self-selected physical activities and sports (e.g., physical activity goal setting, fitness profiles and assessments, mypyramid.gov nutrition, etc.).
- 9-12.PE.2.1.2 Utilize complex movement concepts and principles to independently refine skills and apply them to the learning of new skills (e.g., utilizing anaerobic and aerobic performance appropriately, applying the concept of spin to a variety of activities to improve performance, biomechanical efficiency to conserve energy, etc.).
- 9-12.PE.2.1.3 Evaluate and apply appropriate tactics and strategies in a variety of sports and physical activities (e.g., using trekking poles to improve efficiency, recognize elite-level performance, explain tactical strategies in a game of softball, etc.).

**Standard 3: Valuing a Physically Active Lifestyle**

**Goal 3.1: Participate daily in physical activity for health, enjoyment and/or satisfaction, challenge, self-expression and/or social interaction.**

**Objective(s): By the end of grade 12, students will:**

- 9-12.PE.3.1.1 Participate in moderate to vigorous physical activity for at least of 50% of the lesson time (e.g., time assessment, pedometer = 3200 steps in a 40 minute lesson or 80 steps per minute - block or traditional schedule, etc.).
- 9-12.PE.3.1.2 Participate daily in moderate to vigorous physical activity during and outside of class as recommended by NASPE, CDC, and USDHHS of at

- least 60 minutes or more per day (e.g., activity logs, step count of at least 12000 steps per day, activity breaks, etc.).
- 9-12.PE.3.1.3 Provide rationale about their physical activity participation for health and manage participation based on personal interests, capabilities, and resources (e.g., develop individual physical activity plan, journaling, etc.).
- 9-12.PE.3.1.4 Analyze factors that influence personal physical activity patterns over one's lifespan (e.g., reflections on volunteer efforts with populations of various ages and abilities, personal profile, family physical activity tree, create personal activity pyramid, etc.).
- 9-12.PE.3.1.5 Enjoy the challenge of working hard to better their skills and feel satisfaction when they are successful in improving and pursuing personal goals (e.g., journaling reflections, etc.).

**Standard 4: Personal Fitness**

**Goal 4.1: Achieve and maintain a health-enhancing level of physical fitness.**

**Objective(s): By the end of grade 12, students will:**

- 9-12.PE.4.1.1 Demonstrate health-related fitness components (cardiorespiratory endurance, muscular strength and endurance, flexibility, and body composition) by improving, meeting and/or sustaining gender and age-related contemporary fitness standards as defined by approved tests (e.g., Fitnessgram or President's Council healthy fitness zone/level, identify various activities that demonstrate each health-related component, etc.).
- 9-12.PE.4.1.2 Assume greater self-responsibility to improve, meet, and/or sustain gender and age-related contemporary fitness standards necessary for a healthy productive life as defined by approved tests such as Fitnessgram or President's Council healthy fitness zone/level (e.g., log sheets, fitness profiles, task cards, portfolios, etc.).
- 9-12.PE.4.1.3 Interpret and analyze information from fitness tests to plan and design individual programs for achieving and maintaining current/lifelong fitness goals that encompass all components of fitness (e.g., select various activities from skill- and health-related components, set goals, fitness plan, assessment and evaluation, website programs for lifelong fitness planning, etc.).

**Standard 5: Personal and Social Responsibility**

**Goal 5.1: Exhibit responsible and social behavior that respects self and others in physical activity settings.**

**Objective(s): By the end of grade 12, students will:**

- 9-12.PE.5.1.1 Demonstrate the ability to initiate responsible personal and social behavior, function independently, and positively influence the behavior of others in physical activity setting (e.g. develop code of ethics,

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- sportsmanship recognition, volunteer Special Olympics, assist in an elementary physical education class, etc.).
- 9-12.PE.5.1.2 Demonstrate leadership by holding themselves and others responsible for following safe practices, rules, procedures, and etiquette in physical activity settings (e.g. assumes an active leader and/or supportive role as appropriate during a ropes course activity, acknowledge a rule infraction, plan and lead a backpacking trip, coordinate a fun run, respecting others space in a weight room, etc.).
- 9-12.PE.5.1.3 Respond appropriately to potentially explosive interactions with others in order to mediate and resolve conflict (e.g. communicates in a calm and controlled manner to inflammatory remarks, role play, debate behaviors that occur in current events, etc.).
- 9-12.PE.5.1.4 Synthesize and evaluate knowledge regarding the role of physical activity in a culturally diverse society (e.g. identify barriers and opportunities for physical activity in the community, document the influence of cultural events on one's own physical activity behavior, interpret the meaning of physical activity through forms of expression such as art, poetry, writing, film, movement; etc.).
- 9-12.PE.5.1.5 Evaluate personal choices for engaging in physical activity over the life span including the influence of age, ability, gender, race, ethnicity, socioeconomic status, and culture (e.g. the impact of family physical activity on self; successes, challenges and enjoyment in lifelong physical activities; the effect of dance, fitness or recreational activities on senior citizens; critique economic commitments, etc.).

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IDAHO CONTENT STANDARDS  
GRADE 11-12  
CHEMISTRY

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Nature of Science**

Students exercise the basic tenets of scientific investigation, make accurate observations, exercise critical thinking skills, apply proper scientific instruments of investigation and measurement tools, and communicate results in problem solving. Students evaluate the validity of information by utilizing the tools of scientific thinking and investigation. Students summarize their findings by creating lab reports using technical writing including graphs, charts, and diagrams to communicate the results of investigations.

**Goal 1.1: Understand Systems, Order, and Organization**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.1.1.1 Use the periodic table to predict physical and chemical properties.

**Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanation**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.1.2.1 Describe the historical development of the periodic table.

11-12.C.1.2.2 Create and interpret graphs of data.

11-12.C.1.2.3 Explain and interpret the key concepts of the kinetic molecular theory.

11-12.C.1.2.4 Distinguish the common theories defining acids and bases.

**Goal 1.3: Understand Constancy, Change, and Measurement**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.1.3.1 Identify, compare and contrast physical and chemical properties and changes and appropriate computations.

11-12.C.1.3.2 Perform computations using scientific notation, the metric system and dimensional analysis.

11-12.C.1.3.3 Compute measurement uncertainty to include precision, accuracy and the rules for significant digits.

11-12.C.1.3.4 Perform calculations related to the conversion of grams to moles to particles, atoms, molecules and volume.

11-12.C.1.3.5 Analyze and solve reaction stoichiometry problems.

11-12.C.1.3.6 Express concentrations of solutions in various ways including molarity.

11-12.C.1.3.7 Interpret how the presence of solute particles affect the properties of a solution and be able to do calculations involving colligative properties.



11-12.C.1.3.8 Analyze quantitative relationships involved in acid/base chemistry including pH.

**Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State**

No objectives in Chemistry.

**Goal 1.5: Understand Concepts of Form and Function**

No objectives in Chemistry.

**Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.1.6.1 Demonstrate an understanding of the scientific method.

11-12.C.1.6.2 Select and use appropriate scientific equipment, materials and techniques.

**Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.1.7.1 Explain how a series of historically related and documented experiments led to the current model and structure of the atom.

**Goal 1.8: Understand Technical Communication**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.1.8.1 Correctly write symbols, formulas and names for common elements, ions and compounds.

11-12.C.1.8.2 Communicate scientific investigations and information clearly.

**Standard 2: Physical Science**

Students explain the structure and properties of atoms, including isotopes. Students explain how chemical reactions, while requiring or releasing energy, can neither destroy nor create energy or matter. Students explain the differences between fission and fusion. Students explain the interactions of force and mass in describing motion using Newton's Laws. Students explain how energy can be transformed from one form to another while the total amount of energy remains constant. Students classify energy as potential and/or kinetic, and as energy contained in a field.

**Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions**

**Objective(s): By the end of Chemistry, the student will be able to:**

- 11-12.C.2.1.1 Explain and understand how electrons are involved in the formation of chemical bonds using the octet rule and Lewis dot diagrams.
- 11-12.C.2.1.2 Predict the polarity of chemical bonds using electronegativity.
- 11-12.C.2.1.3 Predict physical properties of compounds based upon the attractive forces between atoms and molecules.
- 11-12.C.2.1.4 Distinguish and classify all matter into appropriate categories.
- 11-12.C.2.1.5 Explain the relationship and reactions of acids, bases, and salts.
- 11-12.C.2.1.6 Explain the role of dissociation and ionization in producing strong, weak, and nonelectrolytes.

**Goal 2.2: Understand Concepts of Motion and Forces**

**Objective(s): By the end of Chemistry, the student will be able to:**

- 11-12.C.2.2.1 Describe the Kinetic Molecular Theory as it applies to phases of matter.

**Goal 2.3: Understand the Total Energy in the Universe is Constant**

**Objective(s): By the end of Chemistry, the student will be able to:**

- 11-12.C.2.3.1 Explain and calculate the changes in heat energy that occur during chemical reactions and phase changes.
- 11-12.C.2.3.2 Demonstrate the conservation of matter by balancing chemical equations.
- 11-12.C.2.3.3 Differentiate between exothermic and endothermic chemical reactions during chemical or physical changes.

**Goal 2.4: Understand the Structure of Atoms**

**Objective(s): By the end of Chemistry, the student will be able to:**

- 11-12.C.2.4.1 Interpret the classic historical experiments that were used to identify the components of an atom and its structure.
- 11-12.C.2.4.2 Deduce the number of protons, neutrons and electrons for an atom or ion.
- 11-12.C.2.4.3 Describe the relationship between the structure of atoms and light absorption and emission.
- 11-12.C.2.4.4 Determine and illustrate electron arrangements of elements using electron configurations and orbital energy diagrams.

**Goal 2.5: Understand Chemical Reactions**

**Objective(s): By the end of Chemistry, the student will be able to:**

- 11-12.C.2.5.1 Illustrate the Law of Conservation of Mass and the Law of Definite Proportions.
- 11-12.C.2.5.2 Classify, write and balance chemical equations for common types of chemical reactions and predict the products.
- 11-12.C.2.5.3 Describe the factors that influence the rates of chemical reactions.

**Standard 3: Biology**

No goals or objectives in Chemistry.

**Standard 4: Earth and Space Systems**

No goals or objectives in Chemistry.

**Standard 5: Personal and Social Perspectives; Technology**

Students understand that science and technology interact and impact both society and the environment.

**Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.5.1.1 Demonstrate the ability to work safely and effectively in a chemistry laboratory.

**Goal 5.2: Understand the Relationship between Science and Technology**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.5.2.1 Assess the role of chemistry in enabling technological advances.

**Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them**

**Objective(s): By the end of Chemistry, the student will be able to:**

11-12.C.5.3.1 Evaluate the role of chemistry in energy and environmental issues.

**IDAHO CONTENT STANDARDS  
GRADE K-3  
HUMANITIES: DANCE**

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades K-3 demonstrate dance movements as associated with places, historical events, and themes across various cultures and disciplines.

**Goal 1.1: Discuss historical and cultural contexts of dance and perform examples.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.D.1.1.1 Identify and perform dances associated with particular places and events. ~~(868.01.d1)~~
- K-3.D.1.1.2 Identify historical events that have influenced dance. ~~(868.01.d2)~~
- K-3.D.1.1.3 Discuss common subjects, ideas, and themes in dances from different cultures. ~~(868.01.d3)~~
- K-3.D.1.1.4 Describe the role dance plays in today's society. ~~(868.01.d4)~~

**Goal 1.2: Demonstrate through movement interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.D.1.2.1 Compare dance and other art forms associated with various cultures in various time periods. ~~(868.02.d1)~~
- K-3.D.1.2.2 Identify common themes or ideas found in other art forms and explore them through movement (e.g., students identify the theme of sadness found in a painting and improvise the idea through movement using “sad” music). ~~(868.02.d2)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation.

~~Analyze and converse about dance.~~—Students in grades K-3 develop an arts vocabulary and respond through movement and discussion to ideas and themes in dance.

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**Goal 2.1: ~~Conduct analyses in dance.~~ Exercise sound reasoning in understanding and making choices in dance.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.D.2.1.1 Talk about dance as a means of communicating meaning. ~~(870.01.d1)~~
- K-3.D.2.1.2 Show through movement how the human body is used to express or communicate action, idea, or experience. ~~(870.01.d2)~~

**Goal 2.2: Formulate and express opinions ~~Engage in reasoned dialogue and make decisions about dance performances.~~**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.D.2.2.1 Create movement based on a theme (e.g., improvise on the topic of ~~family~~the solar system). ~~(870.02.d2)~~
- K-3.D.2.2.2 Show how dance elicits various interpretations. ~~(870.02.d3)~~
- K-3.D.2.2.3 Develop and apply ~~arts~~ dance vocabulary when discussing dance forms. ~~(870.03.d1)~~
- K-3.D.2.2.4 ~~Suggest ways the artists get ideas.~~ ~~(870.03.d3)~~ Create a dance phrase, working productively with others, respecting diverse perspectives.
- K-3.D.2.2.5 Voice personal preferences about dances within a classroom or other setting. ~~(870.03.d4)~~
- K-3.D.2.2.65 Observe a dance performance, discuss its meaning, and voice a personal response to it.

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through dance articulately and expressively.~~ Students in grades K-3 identify and demonstrate movement qualities, body shapes, levels, pathways, and tempos. Students create and perform movement phrases individually and collectively.

**Goal 3.1: Identify and practice concepts essential to dance.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.D.3.1.1 Identify and practice different movement qualities (e.g., ~~glide, slide, wiggle,~~ ~~swing~~ bend, rise, fall, jump).
- K-3.D.3.1.2 Demonstrate how the body can change, create shapes, change levels, and move through pathways and in space at various speeds. ~~(872.02.d1)~~
- K-3.D.3.1.3 ~~Improvise movement based on various stimuli (e.g., music, verbal clues, sound).~~ ~~(872.01.d4)~~ Demonstrate dance phrases, following a specific floor pattern.

**Goal 3.2: Communicate in dance through application of artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 3, the student will be able to:**

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- K-3.D.3.2.1 Repeat demonstrated body movements and rhythm patterns. ~~(872.02.d2)~~
- K-3.D.3.2.2 Move as an individual and as part of a group without talking. ~~(872.02.d3)~~
- K-3.D.3.2.3 Move at various tempos.

**Goal 3.3: Communicate in dance through creative expression.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.D.3.3.1 Use ~~movement~~ dance vocabulary to compose a dance phrase. ~~(872.03.d1)~~
- K-3.D.3.3.2 Create a ~~movement~~ dance phrase with a beginning, middle, and end. ~~(872.03.d2)~~
- K-3.D.3.3.3 ~~Use original ideas and/or concepts from other sources~~ Develop, communicate new ideas to others ~~to create~~ through movement. ~~(872.03.d3)~~
- K-3.D.3.3.4 Express ideas, moods, and feelings through dance. ~~(872.03.d4)~~

IDAHO CONTENT STANDARDS  
GRADE 4-5  
HUMANITIES: DANCE

Students are expected to know content and apply skills from previous grades.

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 4-5 research and perform various existing dances and create their own original work based on other art disciplines.

**Goal 1.1: Discuss the historical and cultural contexts of dance and perform examples.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.D.1.1.1 Research and perform dance forms that have evolved during specific periods of history (e.g., social, cultural, professional). ~~(902.01.d1)~~
- 4-5.D.1.1.2 Explain how a dance from a culture or time period reflects values of its society. ~~(902.01.d2)~~
- 4-5.D.1.1.3 Identify ways in which dance has been transmitted from one generation to another.

**Goal 1.2: Demonstrate through movement interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.D.1.2.1 Create a dance based on another art form (e.g., students create a movement phrase based on a poem, a piece of music, or from a costume). ~~(902.02.d1)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

Analyze and converse about dance. Students in grades 4-5 articulate how dance communicates ideas and meaning through artistic choices. Students draw conclusions about dance performances through discussion and observation.

**Goal 2.1: ~~Conduct analyses in dance.~~ Exercise sound reasoning in understanding and making choices in dance.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.D.2.1.1 Discuss and show how dance creates and communicates meaning. ~~(904.01.d1)~~

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- 4-5.D.2.1.2 Speculate and experiment with how different artistic choices can change the meaning of a dance. (904.01.d2)

**Goal 2.2: Formulate and express opinions ~~Engage in reasoned dialogue and make decisions about dance performances.~~**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.D.2.2.1 Discuss how dance reveals themes and ideas. (904.02.d1)
- ~~4-5.D.2.2.2 Identify ways in which other disciplines relate to movement and dance (e.g., repetition in painting and music). (904.02.d2)~~
- 4-5.D.2.2.2 Discuss the process and effort involved in developing an idea into a dance work.
- 4-5.D.2.2.3 Observe a dance performance and explain how the dance conveyed feelings or ideas.

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through dance articulately and expressively.~~ Students in grades 4-5 identify and practice weight shifts and jumps. Students practice warm-up skills and movement phrases from different genres. Students improvise and create choreography to solve movement problems with a partner or a group.

**Goal 3.1: Identify and practice concepts essential to dance.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.D.3.1.1 Identify and practice ~~weight shifts, lateral movement, elevation, and jumps.~~ (906.01.d1) transfer of weight, elevation, turning, and falling at varying speeds.
- 4-5.D.3.1.2 Memorize set patterns of movement. (906.01.d2)
- 4-5.D.3.1.3 Identify and practice ways dancers warm up, stretch, and strengthen their bodies. (906.01.d4)

**Goal 3.2: Communicate in dance through application of artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.D.3.2.1 Perform dances from at least two different ~~genres~~ dance disciplines (jazz, ballet, modern, tap, folk).
- 4-5.D.3.2.2 Demonstrate a rhythmic pattern through movement. (906.02.d2)

**Goal 3.3: Communicate in dance through creative expression.**

**Objective(s): By the end of Grade 5, the student will be able to:**



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- 4-5.D.3.3.1 ~~Improvise or create choreography based on how the body can create shapes, change levels, and move through pathways, using stage directions. and in space at various speeds.~~
- 4-5.D.3.3.2 ~~Create a variety of solutions to~~ Analyze a movement problem (e.g., move to the floor from standing without using your hands, move like a caterpillar) with a partner or a group, and create a solution. ~~(906.03.d4)~~

IDAHO CONTENT STANDARDS  
GRADE 6-8  
HUMANITIES: DANCE

Students are expected to know content and apply skills from previous grades.

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 6-8 investigate and perform a historical dance. Students compare traditional and modern art forms.

**Goal 1.1: Discuss the historical and cultural contexts of dance and perform examples.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.1.1.1 Investigate one dance tradition of the United States and perform it (e.g., square dance, tap dance, Native American dance). ~~(936.01.d1)~~
- 6-8.D.1.1.2 Examine the influence of historical events on the development of the dance form they have performed. ~~(936.01.d2)~~
- ~~6-8.D.1.1.3 Examine the role of dance in holidays and traditional celebrations.~~

**Goal 1.2: Demonstrate through movement interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.1.2.1 ~~Compare traditional and modern dance and find a counterpart with another art form sharing traditional and modern forms. (936.02.d2)~~ Compare ballet and modern dance, and find a counterpoint with music.
- 6-8.D.1.2.2 Create a set, costumes, or props for a dance.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about dance.~~ Students in grades 6-8 develop criteria and vocabulary for evaluating dance. Students apply the skills of critique in analyzing a dance performance.

**Goal 2.1: ~~Conduct analyses in dance.~~ Exercise sound reasoning in understanding and making choices in dance.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.2.1.1 Identify criteria for evaluating dance. ~~(938.03.d2)~~

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6-8.D.2.1.2 Use appropriate vocabulary when analyzing a dance performance. ~~(938.03.d1)~~

**Goal 2.2: Formulate and express opinions ~~Engage in reasoned dialogue and make decisions about dance performances.~~**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.2.2.1 Compare how various dance forms disciplines express different ideas. ~~(938.02.d2)~~
- 6-8.D.2.2.2 Explain how lighting, music, and costuming can contribute to the meaning and/or success of a dance performance. ~~(938.01.d3)~~
- 6-8.D.2.2.3 Discuss various responses and interpretations of a dance performance. ~~(938.01.d2)~~

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through dance articulately and expressively.~~ Students in grades 6-8 practice correct increasing strength, flexibility, balance, alignment, and control. Students execute on-and off-balance movement and movement in the three planes. Students create and follow a floor pattern. Students develop their own choreography and work collaboratively with another choreographer.

**Goal 3.1: Identify and practice concepts essential to dance.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.3.1.1 Practice correct strengthening and stretching sequences. ~~(940.01.d1)~~
- 6-8.D.3.1.2 Practice maintaining both stationary and moving alignment, balance, and control. ~~(940.01.d5)~~

**Goal 3.2: Communicate in dance through application of artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.3.2.1 Identify and execute on- and off-balance movement phrases. ~~(940.02.d1)~~
- 6-8.D.3.2.2 Identify and execute movements in the three planes (vertical, horizontal, and sagittal). ~~(940.02.d2)~~
- 6-8.D.3.2.3 Create and follow a floor pattern. ~~(940.02.d3)~~
- 6-8.D.3.2.4 Select and/or make costumes that support the intent of a dance. ~~(940.02.d4)~~

**Goal 3.3: Communicate in dance through creative expression.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.D.3.3.1 Choreograph and perform short dance works of two different dance styles/disciplines. ~~(940.03.d1)~~
- 6-8.D.3.3.2 Choreograph a duet. ~~(940.03.d4)~~
- 6-8.D.3.3.3 Create a round or canon for a group of dancers to perform. ~~(940.03.d5)~~

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6-8.D.3.3.4 Memorize, practice, refine, and perform a dance created by someone else.  
(940.03.d6)

IDAHO CONTENT STANDARDS  
GRADE 9-12  
HUMANITIES: DANCE

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 9-12 discuss the role of dance in history and culture and create a dance that reflects a specific historical influence. Students create technical support for dance using other art forms. Students choreograph a dance inspired by another art form.

**Goal 1.1: Discuss the historical and cultural contexts of dance and perform examples.**

**Objective(s): By the end of Grade 12, the student will be able to:**

- 9-12.D.1.1.1 Discuss how dance has a history, purpose, and function in cultures. ~~(970.01.d2)~~
- 9-12.D.1.1.2 Choreograph a dance that illustrates a significant historical event, discovery, or concept. ~~(970.01.d1)~~

**Goal 1.2: Explain the interrelationships among the visual and performing arts disciplines.**

**Objective(s): By the end of Grade 12, the student will be able to:**

- 9-12.D.1.2.1 Create functional scenery, properties, lighting, sound, and costumes that enhance a dance performance. ~~(970.02.d1)~~
- 9-12.D.1.2.2 Create an original dance that is inspired by visual arts, music, theatre, or literary works.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about dance.~~ Students in grades 9-12 critique dance performances based on meaning, technical support, aesthetics, political and cultural issues, and intent of choreographer. Students apply specific criteria for making informed critical evaluations of performances.

**Goal 2.1: Conduct analyses in dance.**

**Objective(s): By the end of Grade 12, the student will be able to:**

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- 9-12.D.2.1.1 Develop and use dance vocabulary to discuss a variety of dance ~~forms and~~ styles. ~~(973.01.d1)~~ disciplines.
- 9-12.D.2.1.2 Write a critique of a dance performance, examining how dance creates and communicates meaning. ~~(973.01)~~

**Goal 2.2: Formulate and express opinions ~~Engage in reasoned dialogue and make decisions about dance performances.~~**

**Objective(s): By the end of Grade 12, the student will be able to:**

- 9-12.D.2.2.1 Discuss how dance can reveal ~~or portray political and/or cultural issues.~~ ~~(973.02.d1)~~ human thought and global issues.
- 9-12.D.2.2.2 Critique a dance performance on the merit of how well it communicates its meaning.
- 9-12.D.2.2.3 Create ~~and revise~~ a dance, articulating reasons for artistic decisions. ~~and what was gained or lost by those decisions.~~
- 9-12.D.2.2.4 Apply specific criteria for making informed critical evaluations of the quality and effectiveness of performance, choreography, and other aspects of a dance presentation.
- 9-12.D.2.2.5 Examine how a dance may elicit interpretations different from those intended by the choreographer and/or dancer. ~~(973.03.d3)~~

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through dance articulately and expressively.~~ Students in grades 9-12 practice lengthy and complex movement combinations, performing with contrasting movement qualities. Students identify characteristics of dance styles and perform them. Students choreograph movement phrases and complete dance works.

**Goal 3.1: Identify and practice concepts essential to dance.**

**Objective(s): By the end of Grade 12, the student will be able to:**

- 9-12.D.3.1.1 Practice lengthy and complex movement combinations in at least two different genres. ~~(975.01.d1)~~
- 9-12.D.3.1.2 Perform contrasting movement qualities within a dance phrase (e.g., rise and fall, tension and release, glide and dart).
- 9-12.D.3.1.3 Perform new movement with an ever-increasing mastery of body alignment, balance, and control.

**Goal 3.2: Communicate in dance through application of artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 12, the student will be able to:**

- 9-12.D.3.2.1 Study a piece of choreography and ~~interpret~~ analyze it.

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- 9-12.D.3.2.2 Identify the characteristics of a particular dance style/discipline.
- 9-12.D.3.2.3 Create a dance incorporating characteristics of a particular dance style/discipline.

**Goal 3.3: Communicate in dance through creative expression.**

**Objective(s): By the end of Grade 12, the student will be able to:**

- 9-12.D.3.3.1 Create a movement phrase, using contrast in energy and tempo.
- 9-12.D.3.3.2 Choreograph a dance based on a theme. ~~(975.03.d1)~~
- 9-12.D.3.3.3 Improvise a dance in silence or with an alternative accompaniment (e.g., spoken word, sound effects).
- 9-12.D.2.1.3 Discuss the aesthetics of dance. ~~(975.03.d5)~~

IDAHO CONTENT STANDARDS  
GRADE 9-12  
HUMANITIES: INTERDISCIPLINARY

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines.~~ Interdisciplinary Humanities students explain and discuss the historical and cultural contexts of the disciplines they are studying. Students illustrate the relationships between those contexts by creating original works. Students analyze society through the arts and humanities disciplines.

**Goal 1.1: Understand the historical and cultural contexts of the arts and humanities disciplines.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.1.1.1 Identify, in context, events and people influential in the development of historical events and/or movements and living cultures. ~~(962.01.a)~~
- 9-12.I.1.1.2 Demonstrate the ways in which the arts and humanities reflect events. ~~(962.01.b)~~
- 9-12.I.1.1.3 Illustrate how an artifact symbolizes and reflects a particular culture and/or time period. ~~(962.01.c)~~

**Goal 1.2: Understand the interrelationships within the arts and humanities disciplines.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.1.2.1 Acquire a working vocabulary of two or more arts and humanities disciplines. ~~(962.02.a)~~
- 9-12.I.1.2.2 Compare and contrast the products and processes of two arts and humanities disciplines. ~~(962.02.b)~~
- 9-12.I.1.2.3 Illustrate the relationship between two or more arts and humanities disciplines and the extent to which they enhance or influence each other. ~~(962.02.c)~~
- 9-12.I.1.2.4 Create an original work that shows the relationship between two or more arts and humanities disciplines.

**Goal 1.3: Understand the interrelationships between cultures.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.1.3.1 Identify the ways the structure of an art or discipline mirrors the structure and values of society. ~~(962.03.a)~~
- 9-12.I.1.3.2 Identify the ways that the humanities disciplines affect human relationships. ~~(962.03.b)~~



**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts and humanities. They build literacy and develop critical thinking through analysis and interpretation

~~Conduct analyses, engage in discussions, and demonstrate informed judgment about philosophical, aesthetic, or ethical humanities issues across two or more humanities disciplines~~  
Interdisciplinary Humanities students research and analyze important cultural, artistic, and societal issues as they relate to two or more arts and humanities disciplines (e.g., visual art, music, theatre, dance, world language, history, literature). Students discuss abstract ideas and artworks and make judgments about them. Students formulate and present personal conclusions about the importance of the humanities disciplines within a culture.

**Goal 2.1: Conduct analyses in the arts and humanities disciplines.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.2.1.1 Relate arts and humanities disciplines to ethical and/or human issues. ~~(964.01.a)~~
- 9-12.I.2.1.2 Compare and contrast works or ideas from at least two cultures, historical periods, or geographical areas. ~~(964.01.b)~~
- 9-12.I.2.1.3 Research and present findings about the role of artworks in a society.

**Goal 2.2: Engage in discussions about arts and humanities issues.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.2.2.1 Analyze an artifact or idea and debate its meaning in the context of its societal values. ~~(964.02.a)~~
- 9-12.I.2.2.2 Describe the influence of religion on government, culture, artistic creation, technological development, and/or social conduct. ~~(964.02.b)~~
- 9-12.I.2.2.3 Discuss ways in which the arts and humanities break through and create class barriers. ~~(964.02.e)~~
- 9-12.I.2.2.4 Discuss the significance of artworks in a society.

**Goal 2.3: Demonstrate informed judgment about philosophical, aesthetic, or ethical arts and humanities issues.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.2.3.1 Establish a set of aesthetic criteria and apply it in evaluating one's own work and works of others. ~~(964.03.a)~~
- 9-12.I.2.3.2 Create an original work that offers a response to a human problem.

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

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~~Communicate in the humanities disciplines articulately and with creative expression.~~  
~~Interdisciplinary~~ Humanities students demonstrate knowledge of themes and meanings in more than one humanities discipline. Students select, analyze, and replicate or imitate significant works in the arts and humanities disciplines. Students create original work that demonstrates knowledge of a(n) historical period, culture, or universal theme.

**Goal 3.1: Understand concepts essential to interdisciplinary study.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.3.1.1 Discuss the role of diverse cultures within the arts and humanities. ~~(966.01.a)~~
- 9-12.I.3.1.2 Identify universal themes in the arts and humanities disciplines. ~~(966.01.b)~~
- 9-12.I.3.1.3 Select and exhibit works that communicate a common meaning.

**Goal 3.2: Communicate in the humanities disciplines through application of knowledge and skills.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.3.2.1 Illustrate or document the potential of the arts and humanities to enhance and expand one's worldview. ~~(966.02.a)~~
- 9-12.I.3.2.2 Interpret how a literary/artistic work relates to the history and/or culture from which it originated. ~~(966.02.b)~~
- 9-12.I.3.2.3 Replicate or imitate a literary/artistic masterpiece, composition, genre, or style through its distinguishing characteristics.

**Goal 3.3: Communicate in the humanities disciplines through creative expression.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.I.3.3.1 Express, through means other than expository writing, an understanding and appreciation of the arts and humanities. ~~(966.03.a)~~
- 9-12.I.3.3.2 Illustrate a connection between two humanities disciplines, showing how they compliment one another. ~~(966.03.b)~~
- 9-12.I.3.3.3 Create an artistic work that expresses the uniqueness of a historical period or cultural influence. ~~(966.03.c)~~
- 9-12.I.3.3.4 Create a literary work that targets a universal theme.

IDAHO CONTENT STANDARDS  
GRADE K-3  
HUMANITIES: MUSIC

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades K-3 discuss the history, culture, and traditions found in selected musical examples. Students identify ideas and emotions expressed through music and ~~compare a musical selection with another art form.~~ examine how they relate to other disciplines within that culture.

**Goal 1.1: Discuss the historical and cultural contexts of music.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.Mu.1.1.1 Name the historical or cultural background of musical selections learned. ~~(868.01.a1)~~
- K-3.Mu.1.1.2 Identify the country or region of musical selections learned. ~~(868.01.a2)~~
- K-3.Mu.1.1.3 ~~Discuss~~Recognize characteristics of suitable music for various occasions and traditions.

**Goal 1.2: Discuss the interrelationships among visual and performing arts disciplines of music and culture.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.Mu.1.2.1 Identify ideas and emotions that are expressed through music and other disciplines. ~~(868.02.a1)~~
- ~~K-3.Mu.1.2.2~~ ~~Compare a musical selection with another art form that uses a similar style.~~ ~~(868.02.a2)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about music.~~ Students in grades K-3 ~~identify~~differentiate among simple musical forms, and identify instrument families, and voices. Students discuss preferences for musical examples. Students explain the role of music in their lives.

**Goal 2.1: Conduct analyses in music.**

**Objective(s): By the end of Grade 3, the student will be able to:**

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- K-3.Mu.2.1.1 Examine music as a way to communicate emotions. ~~(870.01.a2)~~
- K-3.Mu.2.1.2 Use music vocabulary to discuss specific works of music. ~~(870.01.a3)~~
- K-3.Mu.2.1.3 Identify sounds of different instrument families and voices.
- K-3.Mu.2.1.4 ~~Identify~~ Differentiate among simple musical forms when they are heard.

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions~~ Formulate and express opinions about musical performances.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.Mu.2.2.1 Discuss the importance of music in one's own life. ~~(870.02.a1)~~
- K-3.Mu.2.2.2 Discuss preferences for musical examples using familiar musical terms. ~~(870.03.a2)~~
- ~~K-3.Mu.2.2.3 Demonstrate proper concert behavior.~~
- K-3.Mu.2.2.3 Draw conclusions about the meaning of the term "classical music." ~~(870.02.a2)~~

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through music articulately and expressively.~~ Students in grades K-3 read and perform simple music notation. Students perform alone and in groups on pitch and in rhythm responding to the conductor. Students create melodic or rhythmic responses using instructor guidelines. Students move to the beat of music.

**Goal 3.1: Utilize concepts essential to music.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.Mu.3.1.1 Sing independently with a clear tone and on pitch.
- K-3.Mu.3.1.2 Identify symbols and notation in music. ~~(906.01.a3)~~
- K-3.Mu.3.1.3 Read music notation in simple meters or groupings using a system of symbols, numbers, or letters. ~~(872.01.a1)~~

**Goal 3.2: Communicate through music, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.Mu.3.2.1 Identify and perform simple songs from different cultures and genres. ~~(872.02.a1)~~
- K-3.Mu.3.2.2 Illustrate group singing and instrumental skills in response to conductor cues. ~~(872.02.a2)~~
- K-3.Mu.3.2.3 Echo rhythmic or melodic patterns accurately.
- K-3.Mu.3.2.4 Evaluate and demonstrate proper behavior for different types of music performances.

**Goal 3.3: Communicate through music with creative expression.**

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**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.Mu.3.3.1     Improvise musical "answers" to given rhythmic and/or melodic phrases.  
(~~872.03.a3~~)
- K-3.Mu.3.3.2     Move to the beat of music ~~in both organized and free style~~ in a prescribed manner. (~~872.03.a2~~)
- K-3.Mu.3.3.3     Improvise movement that is stylistically appropriate to music (e.g., free style).(~~872.03.a4~~)

IDAHO CONTENT STANDARDS  
GRADE 4-5  
HUMANITIES: MUSIC

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Historical Aand Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 4-5 identify and describe the use of musical elements from various cultures and time periods. Students explain how music relates to other subject areas, using terms common to the arts.

**Goal 1.1: Discuss the historical and cultural contexts of music.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.Mu.1.1.1 Describe how musical elements are used in music of our own culture as well as other cultures.
- 4-5.Mu.1.1.2 Identify characteristics of music from two different historical periods. ~~(902.01.a2)~~
- 4-5.Mu.1.1.3 Identify specific compositions as belonging to a particular era in music history. ~~(902.01.a3)~~
- 4-5.Mu.1.1.4 Recognize the uses of music in everyday life.

**Goal 1.2: Discuss the interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.Mu.1.2.1 Identify similarities and differences in the meanings of terms common to other arts disciplines. ~~(902.02.a2)~~
- 4-5.Mu.1.2.2 Compare a musical selection with another art form that uses a similar style.
- 4-5.Mu.1.2.3 Describe ways that music is related to other subject areas within an historical context.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about music.~~ Students in grades 4-5 identify specific elements of music and sounds of various instruments and voices. Students discuss the importance of music in today's society. Students express personal preferences for a specific work using appropriate arts vocabulary.

**Goal 2.1: Conduct analyses in music.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.Mu.2.1.1 Describe music as a form of communication. (904.01.a2)
- 4-5.Mu.2.1.2 Recognize and identify specific elements of music (melody, harmony, rhythm, form, timbre). (904.01.a1)
- ~~4-5.Mu.2.1.3 Identify the sounds of various instruments and voices.~~
- 4-5.Mu.2.1.4~~3~~ Use music vocabulary to discuss specific compositions of various styles and cultures. (904.01.a3)

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions~~ Formulate and express opinions about musical performances.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.Mu.2.2.1 Discuss the importance of music in our society. (904.02.a1)
- 4-5.Mu.2.2.2 Express personal preferences for a specific work using appropriate arts vocabulary. (904.03.a1)
- ~~4-5.Mu.2.2.3 Discuss and demonstrate the importance of proper concert behavior. (904.03.a4)~~
- 4-5.Mu.2.2.4~~3~~ Identify and discuss copyright issues in music. (904.03.a2)

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through music articulately and expressively.~~ Students in grades 4-5 use standard music symbols and terms to read, notate, and perform music. Students sing, alone and with others, accurately with appropriate dynamics, breath control, phrasing, and interpretation. Students also perform in groups blending vocal/instrumental sounds and ~~matching dynamics, breath control, phrasing, and interpretation in response to the conductor~~ or follow a conductor. Students improvise simple melodic phrases.

**Goal 3.1: Utilize concepts essential to music.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.Mu.3.1.1 Improvise simple melodic phrases. (940.01.a1)
- ~~4-5.Mu.3.1.2 Use standard symbols to notate meter, rhythm, pitch, articulation, and dynamics.~~
- 4-5.Mu.3.1.2 Read, notate, and perform meter, rhythm, pitch, dynamics, and tempo using standard music symbols. (906.01.a2)
- ~~4-5.Mu.3.1.4 Identify specific instruments in a recording or live performance. (906.01.a4)~~

**Goal 3.2: Communicate through music, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 5, the student will be able to:**

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- 4-5.Mu.3.2.1 Sing in harmony using simple ostinatos, partner songs, descants, and canons. ~~(906.02.a1)~~
- 4-5.Mu.3.2.2 Perform independent instrumental parts while other students sing or play contrasting parts. ~~(906.02.a3)~~
- 4-5.Mu.3.2.3 Sing/play accurately with appropriate dynamics, breath control, phrasing, and interpretation while following a conductor.
- 4-5.Mu.3.2.4 Discuss and demonstrate the importance of proper concert behavior.

**Goal 3.3: Communicate through music with creative expression.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.Mu.3.3.1 Improvise, create, or arrange music within specifies guidelines (style, form, instrumentation). ~~(906.03.a3)~~
- ~~4-5.Mu.3.3.2 Sing expressively, either alone or in a musical group.~~
- ~~4-5.Mu.3.3.3 Play rhythmic, melodic and harmonic classroom instruments expressively~~
- 4-5.Mu.3.3.2 Sing/play an improvised simple melody in a call and response context.
- 4-5.Mu.3.3.3 Move to the beat of music ~~in both organized and free style~~ in an organized manner.
- 4-5.Mu.3.3.4 Improvise movement that is stylistically appropriate to music (e.g., free style).
- 4-5.Mu.3.3.5 Create original rhythmic/melodic ostinatos to accompany group performances.



IDAHO CONTENT STANDARDS  
GRADE 6-8  
HUMANITIES: MUSIC

Students are expected to know content and apply skills from previous grades.

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 6-8 classify the historical periods of music studied. Students analyze the cultural contexts of music studied. Students compare and contrast musical styles and genres with another art form or subject area.

**Goal 1.1: Discuss the historical and cultural contexts of music.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.Mu.1.1.1 Analyze the relationship of a country's traditions and its music. ~~(936.01.a1)~~
- 6-8.Mu.1.1.2 Identify the historical period during which musical works being studied were composed. ~~(936.01.a2)~~
- 6-8.Mu.1.1.3 Discuss the relationship of music to the historical period in which it was composed. ~~(936.01.a2)~~
- 6-8.Mu.1.1.4 Identify ~~the roles of~~ prominent musicians in contemporary society.

**Goal 1.2: Discuss the interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.Mu.1.2.1 Compare a musical style with another art form sharing a similar style or movement. ~~(936.02.a2)~~
- 6-8.Mu.1.2.2 Discuss similarities among various disciplines ~~and~~ of the arts.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about music.~~ Students in grades 6-8 describe and analyze aural examples of music, using correct musical terminology. Students identify a musical theme. Students develop criteria for high musical quality. Students evaluate musical performances.

**Goal 2.1: Conduct analyses in music.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.Mu.2.1.1 Identify a musical theme.

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- 6-8.Mu.2.1.2 Describe and analyze aural examples of music using correct musical terms pertaining to form, meter, rhythm, basic keys, and simple harmonic progressions.
- 6-8.Mu.2.1.3 Identify the sounds of voices and musical instruments as they are used in musical works.
- 6-8.Mu.2.1.4 Discuss the style of a musical selection.

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions~~ Formulate and express opinions about musical performances.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.Mu.2.2.1 ~~Describe the significance of music in contemporary society. (938.02.a3)~~ Discuss the roles of professional and amateur musicians in society.
- 6-8.Mu.2.2.2 Express personal preference for music using appropriate musical terminology. (973.03.a1)
- ~~6-8.Mu.2.2.3 Discuss and demonstrate the importance of proper concert behavior and attire. (940.03.a4)~~
- 6-8.Mu.2.2.3 Debate copyright issues in music. (938.03.a3)
- 6-8.Mu.2.2.4 Develop criteria for high musical quality. (938.03.a2)
- 6-8.Mu.2.2.5 Evaluate constructively the quality of one's performance and the performances of others. (938.03.a2)

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through music articulately and expressively.~~ Students in grades 6-8 read, notate, and perform music of various styles and genres. Students sing/play accurately and expressively, following the directions of a conductor and using appropriate dynamics and phrasing. Students perform or compose music using a variety of sound sources. Students ~~articulate~~ formulate a method of consistent musical practice.

**Goal 3.1: Utilize concepts essential to music.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- ~~6-8.Mu.3.1.1 Improvise simple rhythmic and/or melodic accompaniments. (906.01.a1)~~
- 6-8.Mu.3.1.1 Read and notate pitches in treble and bass clef (grand staff).
- 6-8.Mu.3.1.2 Read and notate music symbols (time and key signatures, note values, standard notation symbols for pitch, duration, dynamics, articulation, expression). (940.01.a2)
- 6-8.Mu.3.1.3 ~~Articulate~~ Formulate a method of consistent musical practice.

**Goal 3.2: Communicate through music, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 8, the student will be able to:**

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- ~~6-8.Mu.3.2.1~~ Identify and define standard notation symbols for pitch, rhythm, dynamics, tempo, articulation, and expression. ~~(940.01.a3)~~
- 6-8.Mu.3.2.1 Sing/play accurately and expressively in at least 3-part harmony using with good breath control, diction, articulation, and posture both alone and in small groups, following the directions of a conductor. ~~(940.02.a1)~~
- 6-8.Mu.3.2.3 Sing/play expressively with appropriate dynamics and phrasing, considering the intent of the music's creator.
- 6-8.Mu.3.2.3. Discuss and demonstrate the importance of proper concert behavior and attire.
- 6-8/Mu.3.2.3. Demonstrate interpersonal skills through working collaboratively and productively with others.

**Goal 3.3: Communicate through music with creative expression.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.Mu.3.3.1 Create a melody when given specific guidelines. ~~(872.03.a1)~~
- 6-8.Mu.3.3.2 Improvise simple rhythmic and/or melodic accompaniments.
- ~~6-8.Mu.3.3.2~~ Perform a work of music considering the intent of its creator. ~~(940.03.a)~~
- 6-8.Mu.3.3.3 Use a variety of traditional and nontraditional sound sources and electronic media when composing or performing music. ~~(940.03.a1)~~

IDAHO CONTENT STANDARDS  
GRADE 9-12  
HUMANITIES: MUSIC

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Historical Aand Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 9-12 identify and compare music from a variety of cultures and historical periods. Students describe the historical, cultural, and stylistic similarities among the visual and performing arts disciplines. ~~Students identify famous musicians in contemporary society.~~

**Goal 1.1: Discuss the historical and cultural contexts of music.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.Mu.1.1.1 Identify representative musical works from a variety of cultures and historical periods. ~~(971.01.a1)~~
- 9-12.Mu.1.1.2 Outline the purpose and function of a particular form of music through history. ~~(971.01.a2)~~
- 9-12.Mu.1.1.3 Compare and contrast aesthetical aspects of music from different cultural perspectives. ~~(971.01.a3)~~
- 9-12.Mu.1.1.4 ~~Identify famous musicians in contemporary society.~~ Identify the roles of musicians in society.

**Goal 1.2: Discuss the interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.Mu.1.2.1 Discuss connections between the history of one art form or style and another related art form or style. ~~(971.02.a2)~~
- 9-12.Mu.1.2.2 Describe similarities among different art forms across cultures.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about music.~~ Students in grades 9-12 analyze and discuss musical forms, artistic styles, and common themes appearing in music throughout history. Students discuss copyright issues in music. Students develop tools necessary to evaluate musical performances constructively. Students demonstrate proper concert behavior and attire.

**Goal 2.1: Conduct analyses in music.**

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**Objective(s): By the end of high school, the student will be able to:**

- 9-12.Mu.2.1.1 Recognize ~~common themes~~ commonalities in the use of musical elements appearing in music throughout history. ~~(973.01.a4)~~
- 9-12.Mu.2.1.2 Develop and use music vocabulary to discuss musical forms. ~~(973.01.a1)~~
- 9-12.Mu.2.1.3 Compare two contrasting musical works. ~~(973.01.a2)~~
- 9-12.Mu.2.1.4 Discuss the similarities and differences of artistic styles of music performed. ~~(973.01.a3)~~

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions~~ Formulate and express opinions about musical performances.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.Mu.2.2.1 ~~Discuss the roles of professional and amateur musicians in society.~~ ~~(904.02.a2)~~ Evaluate how music participation is critical to global culture.
- 9-12.Mu.2.2.2 Explain personal preferences for musical styles and pieces, using proper terminology. ~~(938.02.a1)~~
- ~~9-12.Mu.2.2.3 Discuss and demonstrate the importance of proper concert behavior and attire.~~
- 9-12.Mu.2.2.3 Offer an alternative for copyright infringement both for the consumer and the artist. ~~(973.03.a3)~~
- 9-12.Mu.2.2.4 Develop criteria for high musical quality and apply it to a live musical performance. ~~(973.02.a1)~~
- 9-12.Mu.2.2.5 Evaluate constructively the quality of one's performance and the performances of others. ~~(973.03.a4)~~

**Standard 3: Creative Expression/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through music articulately and expressively.~~ Students in grades 9-12 perform an instrumental or vocal part accurately utilizing skills learned and practiced. Students sight-read simple melodies and rhythms applicable to their part. Students read and perform music that contains level-appropriate technical demands, expanded ranges, and varied interpretive requirements. Students improvise simple harmonies and rhythmic and melodic ostinatos on familiar melodies. Students ~~articulate~~ formulate a method of consistent and efficient musical practice.

**Goal 3.1: Utilize concepts essential to music.**

**Objective(s): By the end of high school, the student will be able to:**

- ~~9-12.Mu.3.1.1 Improvise musical lines using rhythm, melodic embellishments, and harmony. (975.01.a1)~~
- 9-12.Mu.3.1.1 Perform an appropriate instrumental or vocal part demonstrating accurate counting of rhythms, pitch identification, and symbols for articulation or expression, following the cues from a conductor.

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- 9-12.Mu.3.1.2 Sight-read simple melodies and rhythms in clefs applicable to the performance medium.
- 9-12.Mu.3.1.3 Read music that contains level-appropriate technical demands, expanded ranges, and varied interpretive requirements.
- 9-12.Mu.3.1.4 ~~Articulate~~ Formulate a method of consistent and efficient musical practice. (975.01.a2)

**Goal 3.2: Communicate through music, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.Mu.3.2.1 Perform in groups, in at least 4 parts, blending vocal/instrumental sounds, matching dynamics, breath control, phrasing, and interpretation in response to the conductor. (~~906.03.a1~~)
- 9-12.Mu.3.2.2 Interpret/perform a musical selection, respecting the intent of its creator. (975.02.a2)
- 9-12.Mu.3.2.3 Perform in a small ensemble or as a soloist using appropriate musical technique. (975.02.a1)
- 9-12.Mu.3.2.4 Discuss and demonstrate the importance of proper concert behavior and attire.
- 9-12.Mu.3.2.5 Demonstrate interpersonal skills by working collaboratively and productively with others.

**Goal 3.3: Communicate through music with creative expression.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.Mu.3.3.1 Improvise rhythmic and melodic variations on given melodies. (~~975.03.a4~~)
- 9-12.Mu.3.3.2 Perform level-appropriate musical works with expression and technical accuracy. (~~975.03.a3~~)
- 9-12.Mu.3.3.3 Create an original harmony to accompany a melody.
- ~~9-12.Mu.3.3.3 Demonstrate level-appropriate solo and ensemble skills. (975.03.a1)~~
- ~~9-12.Mu.3.3.4 Read music that contains level-appropriate technical demands, expanded ranges, and varied interpretive requirements. (975.03.a2)~~

IDAHO CONTENT STANDARDS  
GRADE K-3  
HUMANITIES: THEATRE

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades K-3 identify elements of theatre, cultural traditions, time periods, ideas, and emotions as expressed through theatre. Students compare written stories to dramatic performances.

**Goal 1.1: ~~Explain~~ Identify the historical and cultural contexts of theatre.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.1.1.1 Identify a dramatic presentation as belonging to the past or present. ~~or future.~~
- K-3.T.1.1.2 Identify elements of theatre in everyday life, such as relationships (characters), clothes (costumes), locations (setting), and plot (story). ~~(868.01.e1)~~
- K-3.T.1.1.3 Identify and discuss cultural traditions in stories, songs, fairy tales, fables, and nursery rhymes.

**Goal 1.2: ~~Explain~~ Identify the interrelationships among the visual and performing arts disciplines.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.1.2.1 ~~Discuss~~ Dramatize how theatre is enhanced by dance, visual art, and music. ~~(868.02.e1)~~
- K-3.T.1.2.2 Compare a written ~~(visual or oral)~~ story with a dramatic performance of that same story. ~~(868.02.e2)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation.

~~Analyze and converse about theatre.~~ Students in grades K-3 identify and discuss the elements and meaning of a dramatic performance, using ~~arts~~ theatre vocabulary . Students explain personal preference about a dramatic performance.

**Goal 2.1: Conduct analyses ~~in~~ of theatre.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.2.1.1 ~~Discuss~~ Use drama as a form of communication. ~~(870.01.e2)~~
- K-3.T.2.1.2 Use ~~arts~~ theatre vocabulary to discuss a dramatic performance. ~~(870.01.e3)~~

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- K-3.T.2.1.3 Identify and describe the character, plot, and setting in stories.
- K-3.T.2.1.4 ~~Speculate~~-Discuss on the meaning of a performance.

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions about dramatic performances.~~ Exercise sound reasoning in understanding and making choices about theatre.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.2.2.1 Verbalize personal preferences for various types of drama. ~~(870.01.e1)~~
- K-3.T.2.2.2 Identify the beginning, middle, and ending of dramatic performances. ~~(870.01.e2)~~
- K-3.T.2.2.3 ~~Explain~~-Express preferences for ~~different parts~~ the various aspects of a dramatic performance. ~~(870.01.e3)~~
- K-3.T.2.2.4 Explain the importance of theatre in one's own life.

**Standard 3:Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of the works of others, culminating in a performance or presentation.

~~Communicate through theatre articulately and expressively.~~ Students in grades K-3 create and present dramatic performances based on personal experience, imagination, and factual events. Students use theatrical skills to create different characters, scenes, and dialogue. Students employ the elements of scenery, props, costume, and makeup in a dramatic performance.

**Goal 3.1: ~~Identify~~ Utilize concepts essential to theatre.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.3.1.1 Create characters, environments, and situations for dramatization. ~~(872.01.e1)~~
- K-3.T.3.1.2 Vary movement, vocal pitch, tempo, and tone for different characters. ~~(872.01.e2)~~

**Goal 3.2: Communicate through theatre, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.3.2.1 Use dialogue to tell stories. ~~(872.02.e1)~~
- K-3.T.3.2.2 Interact in imaginary situations. ~~(872.02.e2)~~
- K-3.T.3.2.3 Choose scenery, props, costumes, and makeup for a production. ~~(872.02.e3)~~
- K-3.T.3.2.4 Demonstrate appropriate behavior while attending and/or participating in theatrical events.



IDAHO CONTENT STANDARDS  
GRADE 4-5  
HUMANITIES: THEATRE

Students are expected to know content and apply skills from previous grades.

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 4-5 portray historical events and various cultures using theatrical elements. Students discuss theatre as a means of reflecting history and culture. Students analyze the interrelationships of the arts in a live performance.

**Goal 1.1: ~~Explain~~ Identify the historical and cultural contexts of theatre.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.1.1.1 Translate a specific historical event into a dramatic presentation. ~~(902.01.e1)~~
- 4-5.T.1.1.2 Create stage props and scenery that convey historical accuracy in a dramatic reenactment. ~~(902.01.e2)~~
- 4-5.T.1.1.3 ~~Improvise~~ Create dialogue involving historical figures. ~~(902.01.e3)~~
- 4-5.T.1.1.4 ~~Discuss~~ Identify the value of theatre as a means of reflecting history and culture.

**Goal 1.2: ~~Explain~~ Identify the interrelationships among the visual and performing arts disciplines.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.1.2.1 Analyze the ways a live performance is enhanced by the integration of visual art, music, and dance. ~~(902.02.e1)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation.

~~Analyze and converse about theatre.~~ Students in grades 4-5 use selected criteria to critique performances and justify reasons for personal preferences. Students discuss and analyze the themes and elements of theatre. Students identify and describe the character, plot, and setting in classroom dramatizations and/or formal productions.

**Goal 2.1: Conduct analyses ~~in~~ of theatre.**

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**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.2.1.1 Develop and use theatre vocabulary. ~~(904.01.e1)~~
- 4-5.T.2.1.2 Use selected criteria to critique a dramatic performance.
- 4-5.T.2.1.3 Compare and contrast film, television, and theatre as ~~different~~ distinct genres.
- 4-5.T.2.1.4 ~~Discuss~~-Examine theatre as ~~effective or ineffective~~ a means ~~ways~~ to communicate meaning.
- 4-5.T.2.1.5 Justify reasons for personal preference concerning a dramatic performance.

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions about dramatic performances.~~  
Exercise sound reasoning and understanding in making choices about theatre.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.2.2.1 Identify how theatre reveals universal themes. ~~(904.02.e1)~~
- 4-5.T.2.2.2 Analyze how facial expression and body language reveal meaning. ~~(904.02.e2)~~
- 4-5.T.2.2.3 Evaluate one's own performance of a scene and the performances of others. ~~(904.03.e4)~~
- ~~4-5.T.2.2.4 Discuss how lighting, sets, and costumes can create meaning in a dramatic performance. (904.03.e2)~~
- 4-5.T.2.2.54 Identify and describe the character, plot, and setting in classroom dramatizations and/or formal productions.
- 4-5.T.2.2.5 Explain the importance of theatre in our society.

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of the works of others, culminating in a performance or presentation.

~~Communicate through theatre articulately and expressively.~~ Students in grades 4-5 improvise and create dramatizations based on a variety of sources. Students use theatrical elements to convey mood and environment. Students collaborate to produce original and retold narratives. Students show respect for their work and the work of others.

**Goal 3.1: ~~Identify~~-Utilize concepts essential to theatre.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.3.1.1 Improvise dialogue to tell stories and convey information.
- 4-5.T.3.1.2 Create characters, environments, and situations for dramatization.
- 4-5.T.3.1.3 Vary movements, vocal pitch, tempo, and tone for different characters.

**Goal 3.2: Communicate through theatre, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.3.2.1 ~~Select materials to~~ Create scenery, properties, lighting, sound, costumes, and makeup for a dramatic production. ~~(906.02.e1)~~
- ~~4-5.T.3.2.2 Use theatrical elements to convey mood and environment. (906.02.e2)~~
- 4-5.T.3.2.2 Demonstrate basic stage movement.

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- 4-5.T.3.2.3 Demonstrate appropriate behavior while attending and/or participating in theatrical events.
- 4-5.T.3.2.4 Show respect for personal work and works of others.

**Goal 3.3: Communicate through theatre with creative expression.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.T.3.3.1 Create characters and plots from a variety of sources.
- ~~4-5.T.3.3.2 Construct and/or apply scenery, properties, costumes, and makeup for a dramatic performance. (906.03.e3)~~
- 4-5.T.3.3.2 Create a short dramatic scene from narrative literature.
- 4-5.T.3.3.3 Improvise scenes collaboratively, based on relationships and social situations. (906.03.e1)

IDAHO CONTENT STANDARDS  
GRADE 6-8  
HUMANITIES: THEATRE

Students are expected to know content and apply skills from previous grades.

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 6-8 identify and discuss the historical roots of theatre. Students distinguish between different types of acting and identify ways various cultures have used theatre to communicate ideas. Students use and analyze the use of multiple art forms in theatre.

**Goal 1.1: ~~Explain~~ Examine the historical and cultural contexts of theatre.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.1.1.1 ~~Identify~~ Investigate theatre's Greek roots. (~~936.01.e1~~)
- 6-8.T.1.1.2 Identify the ways in which many cultures have used theatre to communicate ideas.
- 6-8.T.1.1.3 ~~Discuss~~ Compare and contrast various historical changes and developments in the theatre and stage. (~~936.01.e2~~)
- 6-8.T.1.1.4 Delineate the differences ~~between melodramatic and realistic~~ among various acting styles, genres, and time periods.

**Goal 1.2: Explain the interrelationships among the visual and performing arts disciplines.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.1.2.1 Utilize multiple art forms to communicate ideas effectively.
- 6-8.T.1.2.2 ~~Analyze a dramatic performance's use of multiple art forms.~~ Analyze how other art forms contribute to a dramatic performance.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation.

~~Analyze and converse about theatre.~~ Students in grades 6-8 compare and contrast theatre of different cultures. Students identify and discuss dramatic elements in a work. Students formulate and defend personal preferences about dramatic performances. Students use theatrical vocabulary to discuss a performance. Students analyze a character's role, actions, and the consequences for actions.

**Goal 2.1: Conduct analyses ~~in~~ of theatre.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.2.1.1 ~~Investigate and evaluate~~ Employ theatre as a way to create and communicate meaning. ~~(938.01.e1)~~
- 6-8.T.2.1.2 Compare and contrast the theatre of different cultures. ~~(938.01.e2)~~
- 6-8.T.2.1.3 ~~Discuss~~ Compare one's interpretation of a dramatic scene with the interpretations of others. ~~(938.01.e3)~~
- 6-8.T.2.1.4 Identify ~~and discuss dramatic~~ the theatrical elements that contribute to the meaning of a dramatic work. ~~(938.01.e4)~~

**Goal 2.2: ~~Engage in reasoned dialogue and make decisions about dramatic performances.~~  
Exercise sound reasoning and understanding in making choices about theatre.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.2.2.1 Describe the role of the protagonist and the antagonist in a dramatic performance.
- 6-8.T.2.2.2 ~~Discuss~~ Recognize the elements of conflict, climax, and theme as they relate to theatrical texts.
- 6-8.T.2.2.3 Analyze a character's actions and the consequences they create.
- 6-8.T.2.2.4 Defend one's personal preferences for ~~parts~~ the various aspects of a dramatic work. ~~(938.03.e1)~~
- 6-8.T.2.2.5 ~~Discuss~~ Utilize drama as a study of human character and personality. ~~(938.03.e2)~~
- 6-8.T.2.2.6 Use theatrical vocabulary to ~~assess~~ critique a dramatic performance. ~~(938.03.e3)~~
- 6-8.T.2.2.7 Explain how lighting, sets, and costumes can create meaning in a dramatic performance.
- 6-8.T.2.2.8 Identify roles of professional and amateur performers and theatre technicians in our society.

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of the works of others, culminating in a performance or presentation.

~~Communicate through theatre articulately and expressively.~~ Students in grades 6-8 improvise dialogue and create characters, environments, and situations. Students describe how theatrical and technical elements create meaning in a performance. Students demonstrate basic stage movement and the physical tools for acting. Students use pantomime to tell a story.

**Goal 3.1: ~~Identify~~ Utilize concepts essential to theatre.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.3.1.1 Improvise dialogue to tell stories and convey information at a personal level. ~~(940.01.e1)~~
- 6-8.T.3.1.2 Create characters, environments and situations to convey a specific idea or mood. ~~(940.01.e2)~~
- 6-8.T.3.1.3 Vary movements and vocal qualities to convey an interpretation of a character. ~~(940.01.e3)~~

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**Goal 3.2: Communicate through theatre, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.3.2.1 Identify and describe how ~~theatrical~~ performance and technical elements (~~e.g., characterization, scenery, lighting, costumes~~) communicate the meaning and intent of a dramatic presentation. ~~(940.02.e1)~~
- 6-8.T.3.2.2 Use ~~technical elements of theatre to communicate meaning~~. Create scenery, properties, lighting, sound, costumes, and makeup for a dramatic production.
- 6-8.T.3.2.3 Use pantomime ~~theatre~~ to communicate an idea or tell a story.
- 6-8.T.3.2.4 Demonstrate basic stage movement.
- 6-8.T.3.2.5 Demonstrate the use of physical tools for acting (voice, movement, facial expression, gestures).
- 6-8.T.3.2.6 Show respect for personal work and works of others. ~~(940.03.e5)~~

**Goal 3.3: Communicate through theatre with creative expression.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.T.3.3.1 ~~Perform or create~~ Create and perform an original work. ~~(940.03.e1)~~
- 6-8.T.3.3.2 Create a dramatic work that expresses personal understanding, opinions, ~~and~~ or beliefs. ~~(940.03.e2)~~
- 6-8.T.3.3.3 Plan and direct scripted scenes. ~~(940.03.e3)~~
- 6-8.T.3.3.4 Demonstrate appropriate behavior while attending and/or participating in theatrical events. ~~(940.03.e4)~~

IDAHO CONTENT STANDARDS  
GRADE 9-12  
HUMANITIES: THEATRE

Students are expected to know content and apply skills from previous grades.

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 9-12 identify representative dramatic works from various cultures, historical periods, and theatrical styles. Students describe and compare ~~universal~~ stock characters and archetypes from various cultures. Students create and analyze the use of other art forms in dramatic performances.

**Goal 1.1: ~~Explain~~ Examine the historical and cultural contexts of theatre.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.1.1.1 ~~Identify~~ Investigate representative dramatic works from a variety of cultures and historical periods. ~~(971.01.e3)~~
- 9-12.T.1.1.2 ~~Illustrate~~ Demonstrate an understanding of cultural and historical perspectives required by a specific ~~text~~ script. ~~(971.01.e1)~~
- 9-12.T.1.1.3 Identify historical periods and their theatrical styles. ~~(971.01.e3)~~
- 9-12.T.1.1.4 Describe and compare ~~universal~~ stock characters, archetypes, and universal themes ~~situations~~ in dramas from various cultures and periods.
- 9-12.T.1.1.5 Investigate representative playwrights from a variety of cultures and historical periods.

**Goal 1.2: ~~Explain~~ Identify the interrelationships among the visual and performing arts disciplines.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.1.2.1 ~~Create works that integrate processes and concepts of other art forms.~~
- 9-12.T.1.2.2 Analyze how other art forms contribute to a dramatic performance.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation.

~~Analyze and converse about theatre.~~ Students in grades 9-12 analyze and critique dramatic performances and written texts, using theatrical vocabulary. Students evaluate the success of a dramatic production with respect to intent and audience. Students analyze the central action of a play and discuss its cause and effect. Students compare and contrast modern drama with theatre of earlier periods.

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**Goal 2.1: Conduct analyses in of theatre.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.2.1.1 Develop and use theatre vocabulary to critique dramatic performances or written plays. ~~(972.01.e1)~~
- 9-12.T.2.1.2 Compare and contrast ~~the relationship between~~ traditional theatre and contemporary trends in entertainment. ~~(972.01.e3)~~
- 9-12.T.2.1.3 Analyze the central action of the play and discuss its cause and effect.
- 9-12.T.2.1.4 Evaluate how well the dramatic text or production met its intended objectives.

**Goal 2.2: Engage in reasoned dialogue and make decisions about dramatic performances. Exercise sound reasoning and understanding in making choices about theatre.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.2.2.1 ~~Describe~~ Develop and defend one's critique of a dramatic performance. ~~(971.03.e1)~~
- 9-12.T.2.2.2 Analyze production and performance appropriateness of a theatrical work within a given community. ~~(972.03.e2)~~
- 9-12.T.2.2.3 Compare and contrast modern drama with the theatre of earlier periods.
- 9-12.T.2.2.4 Analyze how technical elements can create meaning in a dramatic performance.
- 9-12.T.2.2.5 Evaluate how theatrical participation is critical to global culture.

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of the works of others, culminating in a performance or presentation.

~~Communicate through theatre articulately and expressively.~~ Students in grades 9-12 interpret, perform, and create scripts to convey story and meaning to an audience. Students create and sustain character through physical, emotional, and social dimensions. Students interpret and perform a script, respecting the intent of its creator. Students build characters and portray situations through improvisation.

**Goal 3.1: Identify-Utilize concepts essential to theatre.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.3.1.1 Interpret and perform scripts to convey story and meaning to an audience. ~~(975.01.e1)~~
- 9-12.T.3.1.2 Research and apply physical, emotional, and social dimensions in creating character. ~~(975.01.e2)~~
- ~~9-12.T.3.1.3 Analyze theatrical elements of a dramatic performance. (975.01.e3)~~
- 9-12.T.3.1.3 Utilize theatrical terminology in appropriate settings.



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**Goal 3.2: Communicate through theatre, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.3.2.1 ~~Show how~~ Demonstrate how artistic choices can affect performances and formal productions. (975.02.e1)
- 9-12.T.3.2.2 ~~Construct~~ Create imaginative scripts that convey story and meaning to an audience. (975.02.e2)
- 9-12.T.3.2.3 Interpret/perform a work respecting the intent of its creator. (975.02.e3)
- 9-12.T.3.2.4 Create works that integrate processes and concepts of other art forms.
- 9-12.T.3.2.5 Use theatrical elements to convey mood and environment.
- 9-12.T.3.2.6 Plan and utilize technical theatre elements to support a dramatic text.
- 9-12.T.3.2.7 Demonstrate appropriate behavior while attending and/or participating in theatrical events.

**Goal 3.3: Communicate through theatre with creative expression.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.T.3.3.1 Develop and sustain a character that communicates with the audience. (975.03.e1)
- 9-12.T.3.3.2 Organize and conduct rehearsals for production. (975.03.e2)
- ~~9-12.T.3.3.3 Plan and develop original set designs that support a dramatic text.~~ (975.03.e3)
- 9-12.T.3.3.3 Create a dramatic work that expresses personal understanding, opinions, ~~and~~ or beliefs. (975.03.e4)
- 9-12.T.3.3.4 Build characters and portray situations through improvisation

**Goal 3.3: Communicate through theatre with creative expression.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K-3.T.3.3.1 Create spontaneous dialogue to express or create characters within a scene. (872.03.e1)
- K-3.T.3.3.2 Create and present original or historical/fictional stories.
- K-3.T.3.3.3 Assume roles based on personal experiences, imagination, and reading. (872.03.e2)
- K-3.T.3.3.4 Show respect for personal work and works of others.

IDAHO CONTENT STANDARDS  
GRADE K-3  
HUMANITIES: VISUAL ARTS

**Standard 1: Historical and Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades K-3 discuss key differences and similarities in artworks. Students identify the purpose or function of an artwork and explain how it is a record of human ideas and a reflection of its culture. ~~Students name ways in which visual arts compare to other art forms.~~

**Goal 1.1: Discuss the historical and cultural contexts of the visual arts.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.1.1.1 Compare and contrast key differences and similarities in art works from different time periods or cultures.
- K.VA.1.1.2 Identify the purpose or function of a work of art that was created in the past. (868.01.b2)
- K.VA.1.1.3 Explain how art is a visual record of human ideas and a reflection of the culture of its origin.

**Goal 1.2: ~~Explain~~ Discuss the ~~interrelationships among~~ interconnections between the visual and performing arts disciplines.arts and societies.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.1.2.1 Name ways in which a work of visual art is ~~similar to another art form.~~ (868.02.b1) reflects the culture from which it came.
- K.VA.1.2.2 Identify ideas and emotions that are expressed through visual arts and other disciplines. (868.02.b2)

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and communicate about the visual arts.~~ Students in grades K-3 use appropriate arts vocabulary to discuss works of art. Students identify the visual arts as a form of communication and a way to create meaning. Students identify characteristics of various visual art forms. Students discuss that individuals respond to art in a variety of ways. Students respond to art respectfully. Students use problem-solving techniques to respond to, create, and refine visual art forms.

**Goal 2.1: Conduct analyses in the visual arts.**

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**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.2.1.1 Identify and respond to characteristics and content of various visual art forms. (870.01.b1)
- K.VA.2.1.2 Examine the visual arts as a form of communication. (870.01.b2)
- K.VA.2.1.3 Use arts vocabulary to discuss specific works of art. (870.01.b3)
- ~~K.VA.2.1.4 Identify the symbols used in works of art.~~
- K.VA.2.1.4 Identify the elements (line, shape, color) in art works and environments.

**Goal 2.2: ~~Engage in reasoned dialogue and make informed decisions about the visual arts.~~ Exercise sound reasoning and understanding in making choices in the visual arts.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.2.2.1 Discuss the importance of visual art in one's own life. (870.02.b1)
- K.VA.2.2.2 Discuss how art works can elicit different responses. (904.03.b2)
- K.VA.2.2.3 Express personal preferences for specific works and styles. (872.02.b3)
- K.VA.2.2.4 Identify and demonstrate appropriate behavior when attending and/or participating in arts events.
- K.VA.2.2.5 Show respect for personal work and works of others. (872.03.b1)
- K.VA.2.2.6 Dictate or write an artist's statement (tell what the work is about).

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate and respond through the visual arts articulately and expressively.~~ Students in grades K-3 use art techniques, media, and processes to create and replicate works of art. Students demonstrate safe and appropriate use of art materials. Students apply elements of color, shape, and line in artwork. Students create artwork about self, family, and personal experiences.

**Goal 3.1: Demonstrate skills essential to the visual arts.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.3.1.1 Acquire and use skills necessary for applying arts techniques, media, and processes. (872.01.b1)
- K.VA.3.1.2 Demonstrate safe and proper use, care, and storage of media, materials, and equipment.
- K.VA.3.1.3 Apply the elements of color, shape, and line in artwork.
- K.VA.3.1.4 Demonstrate skills of observation in the production of artwork.

**Goal 3.2: Communicate through the visual arts, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.3.2.1 Name and use different art materials to express an idea. (872.02.b1)
- K.VA.3.2.2 Apply artistic concepts, knowledge, and skills to original artwork.

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K.VA.3.2.3 Replicate or imitate an existing work, respecting the intent of its original creator. (872.02.b2)

**Goal 3.3: Communicate through the visual arts with creative expression.**

**Objective(s): By the end of Grade 3, the student will be able to:**

- K.VA.3.3.1 Experiment with different materials, techniques, and processes in the visual arts.
- K.VA.3.3.2 Create artwork about self, family, and personal experiences.

IDAHO CONTENT STANDARDS  
GRADE 4-5  
HUMANITIES: VISUAL ARTS

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Historical Aand Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 4–5 compare and contrast specific works of art from different time periods and cultures. Students identify specific works of art and explain how they reflect events in history. ~~Students describe the interrelationships of the elements of various arts disciplines.~~

**Goal 1.1: Discuss the historical and cultural contexts of the visual arts.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.1.1.1 Compare and contrast specific works of art from different time periods or cultures. ~~(902.01.b1)~~
- 4-5.VA.1.1.2 Identify specific works as belonging to a particular era in art history. ~~(902.01.b4)~~
- 4-5.VA.1.1.3 Explain how a specific work of art reflects events in history and/or culture. ~~(902.01.b2)~~
- 4-5.VA.1.1.4 Compare and contrast works of art that represent different cultures that existed during the same period of history. ~~(902.01.b3)~~

**Goal 1.2: Explain the ~~interrelationships~~ interconnections among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.1.2.1 Classify the ways in which ideas and subject matter of arts disciplines are related. ~~(902.02.b1)~~
- 4-5.VA.1.2.2 Describe how elements of various arts depict ideas and emotions. ~~(902.02.b2)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and communicate about the visual arts.~~ Students in grades 4-5 use appropriate arts vocabulary to discuss works of art. Students respond to the visual arts as a form of communication, using the elements, materials, techniques, and processes of art. Students

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construct meaning based on elements found in a work of art. Students identify personal preference for works of art.

**Goal 2.1: Conduct analyses in the visual arts.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.2.1.1 Identify and respond to differences between art materials, techniques, and processes. ~~(904.01.b1)~~
- 4-5.VA.2.1.2 Construct meaning based on elements found in a work of art.
- 4-5.VA.2.1.3 Use appropriate arts vocabulary to discuss a variety of art works. ~~(904.01.b2)~~
- 4-5.VA.2.1.4 Discuss how symbols, subject, and themes create meaning in art. ~~(870.02.b2)~~
- 4-5.VA.2.1.5 Identify elements (line, shape, form, value, texture, color, space) in artworks and environments.

**Goal 2.2: ~~Engage in reasoned dialogue and make informed decisions about the visual arts.~~ Exercise sound reasoning and understanding in making choices in the visual arts.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.2.2.1 Observe and describe the presence of the visual arts in today's society.
- 4-5.VA.2.2.2 Discuss how an artwork's properties (e.g., elements, media, techniques) can elicit different responses.
- 4-5.VA.2.2.3 Identify personal preference as one of many criteria used to determine excellence in works of art.
- 4-5.VA.2.2.4 Identify and demonstrate appropriate behavior when attending and/or participating in arts events.
- 4-5.VA.2.2.5 Show respect for personal work and works of others. ~~(906.03.b4)~~
- 4-5.VA.2.2.6 Write an artist's statement (what the picture depicts and why and how the work was created).

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through the visual arts articulately and expressively.~~ Students in grades 4-5 purposefully and appropriately use art techniques, media, and processes to apply the elements in artwork. Students render objects and subject matter from life and communicate ideas from personal experience and other curricular disciplines. Students use the creative process to create works of art. Students write artist's statements.

**Goal 3.1: Demonstrate skills essential to the visual arts.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.3.1.1 Acquire skills necessary for using arts techniques, media, and processes. ~~(906.01.b1)~~

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- 4-5.VA.3.1.2 Demonstrate safe and proper use, care, and storage of media, materials, and equipment.
- 4-5.VA.3.1.3 Apply the elements of color, shape, line, value, form, texture and space in artwork.
- 4-5.VA.3.1.4 Demonstrate skills of observation through rendering of objects and subject matter from life.

**Goal 3.2: Communicate through the visual arts, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.3.2.1 Demonstrate how different media, techniques, and processes are used to communicate ideas. ~~(906.01.b1)~~
- 4-5.VA.3.2.2 Experiment with ways in which subject matter, symbols, and ideas are used to communicate meaning. ~~(906.02.b1)~~
- 4-5.VA.3.2.3 Replicate or imitate an existing work, respecting the intent of its original creator.

**Goal 3.3: Communicate through the visual arts with creative expression.**

**Objective(s): By the end of Grade 5, the student will be able to:**

- 4-5.VA.3.3.1 Experiment with different materials, techniques, and processes in the visual arts.
- 4-5.VA.3.3.2 Create a work of art based on personal experience, and/or emotional response. ~~(906.03.b2)~~
- 4-5.VA.3.3.3 Use the creative process (brainstorm, research, rough sketch, final product) to create a work of art.

IDAHO CONTENT STANDARDS  
GRADE 6-8  
HUMANITIES: VISUAL ARTS

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Historical Aand Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 6-8 identify distinguishing characteristics of artists' works and artistic movements. Students analyze the influence of history, geography, and culture on a work of art. Students identify significant works of art and artifacts. ~~Students recognize the interrelationships among visual and performing arts disciplines.~~

**Goal 1.1: Discuss the historical and cultural contexts of the visual arts.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.1.1.1 Identify distinguishing characteristics of style in the work of individual artists and art movements.
- 6-8.VA.1.1.2 Identify and compare works of art and artifacts from major periods on a chronological timeline.
- 6-8.VA.1.1.3 Analyze the influence of history, geography, and technology of the culture upon a work of art. ~~(936.01.b2)~~
- 6-8.VA.1.1.4 Analyze the visual arts of different cultures and time periods and compare to one's own culture.

**Goal 1.2: Explain the ~~interrelationships~~ interconnections among visual and performing arts disciplines.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.1.2.1 Identify the role of visual arts in theatre, dance, and musical productions. ~~(971.02.b1)~~
- 6-8.VA.1.2.2 ~~Communicate ways in which integrated art forms create meaning.~~ Understand choices made by artists to create meaning. .

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and communicate about the visual arts.~~ Students in grades 6-8 ~~analyze and interpret~~ respond works of art through properties, using appropriate arts vocabulary. Students make judgments about various art forms and identify criteria used to determine excellence. Students



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discuss ethical issues of plagiarism in the visual arts. Students show respect for the production and ~~exhibiting~~ exhibition of art.

**Goal 2.1: Conduct analyses in the visual arts.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.2.1.1 Identify and respond to characteristics and content of various art forms. ~~(938.01.b1)~~
- 6-8.VA.2.1.2 Construct meaning based on elements and principles found in a work of art.
- 6-8.VA.2.1.3 Interpret a variety of art works using appropriate arts vocabulary.
- 6-8.VA.2.1.4 Identify symbols, themes and iconography commonly used in selected diverse cultures.
- 6-8.VA.2.1.5 Identify and discriminate between types of shape (geometric and organic), colors (primary, secondary, complementary, tints, and shades), lines (characteristics, quality), textures (tactile and visual), space (placement, perspective, overlap, negative, positive, size), balance (symmetrical, asymmetrical, radial), and the use of principles in their work and the works of others.

**~~Goal 2.2: Engage in reasoned dialogue and make informed decisions about the visual arts.~~ Exercise sound reasoning and understanding in making choices in the visual arts.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.2.2.1 Investigate the various purposes art plays in society today.
- 6-8.VA.2.2.2 Analyze the artist's use of sensory, formal, technical, and expressive properties in a work of art.
- 6-8.VA.2.2.3 Determine criteria used in making informed judgments about art.
- 6-8.VA.2.2.4 Demonstrate appropriate behavior while attending and/or participating in arts events. ~~(940.03.b3)~~
- 6-8.VA.2.2.5 Show respect for personal work and works of others. ~~(940.03.b4)~~
- 6-8.VA.2.2.6 Write an artist's statement (foundational background on the subject and the artist and why the work is important to the artist and what medium was employed to express the work).
- 6-8.VA.2.2.7 Discuss dividing lines between imitating a master's style of creation and unfairly "copying" another person's original work. (938.03.b3)
- 6-8.VA.2.2.8 Demonstrate collaborative and interpersonal skills by working productively with others, while creating works of art.

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through the visual arts articulately and expressively.~~ Students in grades 6-8 select media, technique, and process based on effective attributes. Students demonstrate refined observation skills. Students effectively apply elements and principles to their work. Students draw from multiple sources for subject matter (personal interests, current events, media, and

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styles) to create original artwork. Students use the creative process as an integral dimension of art production. Students express their intent ~~in written form~~ by writing an artist's statement.

**Goal 3.1: Demonstrate skills essential to the visual arts.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.3.1.1 Identify attributes that make a specific art media, technique or process effective in communicating an idea. (940.01.b1)
- 6-8.VA.3.1.2 Demonstrate safe and proper use, care, and storage of media, materials, and equipment.
- 6-8.VA.3.1.3 Apply elements (line, shape, form, texture, color, and space) and principles (repetition, variety, rhythm, proportion, movement, balance, emphasis) in work that effectively communicates an idea.
- 6-8.VA.3.1.4 Produce art that demonstrates refined observation skills from life.
- 6-8.VA.3.1.5 Experiment with ideas, techniques, and styles in an artist's sketchbook.
- 6-8.VA.3.1.6 Critique one's own work with the intention of revision and refinement.
- 6-8.VA.3.1.7 Locate and use appropriate resources in order to work independently, monitoring one's own understanding and learning needs.

**Goal 3.2: Communicate through the visual arts, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.3.2.1 Illustrate how visual structures and functions of art improve communication of one's ideas. (940.02.b1)
- 6-8.VA.3.2.2 Demonstrate the ability to utilize personal interest, current events, media or techniques as sources for expanding artwork.
- 6-8.VA.3.2.3 Create an original artwork that illustrates the influence of a specific artist or artistic style.
- 6-8.VA.3.2.4 Use visual, spatial, and temporal concepts to communicate meaning in a work of art.
- 6-8.VA.3.2.5 Create two pieces that depict a common theme, idea, or style of art.

**Goal 3.3: Communicate through the visual arts with creative expression.**

**Objective(s): By the end of Grade 8, the student will be able to:**

- 6-8.VA.3.3.1 Utilize different media, techniques, and processes in the visual arts.
- 6-8.VA.3.3.2 Create a work of art that expresses personal experience, opinions, and/or beliefs. (940.03.b2)
- 6-8.VA.3.3.3 Use the creative process (brainstorm, research, rough sketch, final product) to create a work of art.
- 6-8.VA.3.3.4 Describe and plan the visual presentation of an artistic work.

IDAHO CONTENT STANDARDS  
GRADE 9-12  
HUMANITIES: VISUAL ARTS

**Students are expected to know content and apply skills from previous grades.**

**Standard 1: Historical Aand Cultural Contexts**

Students demonstrate an understanding of how people and cultures are connected across time. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the cultural and historical contexts and interrelationships of the arts and humanities disciplines among various cultures.~~ Students in grades 9-12 assess the impact of history, society, and the environment upon works of art. Students analyze meaning through identifying cultural symbols and icons. Students compare major periods and movements in visual art to other disciplines in the arts and humanities.

**Goal 1.1: Discuss the historical and cultural contexts of the visual arts.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.1.1.1 Identify representative visual works of art from a variety of cultures and historical periods. ~~(971.01.b2)~~
- 9-12.VA.1.1.2 Outline the history and function of a particular visual art form. ~~(971.01.b4)~~
- 9-12.VA.1.1.3 Compare and contrast the historical, social, and environmental contexts that influence artistic expression. ~~(971.01.b3)~~
- 9-12.VA.1.1.4 Compare and contrast aesthetics from different cultural perspectives. ~~(971.01.b3)~~

**Goal 1.2: Explain the interrelationships among visual and performing arts disciplines.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.1.2.1 Compare art forms that share common characteristics (e.g. form, line, space). ~~(936.02.b2)~~
- 9-12.VA.1.2.2 Analyze a visual art product or art performance that integrates media, processes, and/or concepts from other performing arts disciplines.
- 9-12.VA.1.2.3 Relate the trends and movements in visual art to other disciplines in the arts and humanities. ~~(971.02.b3)~~

**Standard 2: Critical Thinking**

Students understand the purposes and functions of the arts. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze and converse about the visual arts.~~ Students in grades 9-12 critique works of art using well-articulated rationale and appropriate arts vocabulary. Students analyze an artist's use of elements and principles in a work of art. Students identify the role of art and artists in today's society. Students discuss the nature of aesthetics and debate ethical issues pertaining to art.

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**Goal 2.1: Conduct analyses in the visual arts.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.2.1.1 Develop and present basic analyses of works of visual art from structural, historical, and cultural perspectives. ~~(973.01.b2)~~
- 9-12.VA.2.1.2 Construct meaning and support well-developed interpretations of works of art with evidence.
- 9-12.VA.2.1.3 Critique works of art employing appropriate arts vocabulary. ~~(971.01.b1)~~
- 9-12.VA.2.1.4 Identify iconography in an artist's work or a body of work and analyze the meaning.
- 9-12.VA.2.1.5 Analyze an artist's use of elements, principles, and how they contribute to one's interpretation of the artwork.

**Goal 2.2: Engage in reasoned dialogue and make informed decisions about the visual arts.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.2.2.1 Identify the role of the arts in today's society, including career and avocation opportunities. ~~(973.02.b1)~~
- 9-12.VA.2.2.2 Discuss the nature of art or aesthetic issues.
- 9-12.VA.2.2.3 Articulate criteria for determining excellence in artwork.
- 9-12.VA.2.2.4 Demonstrate appropriate behavior while attending and/or participating in arts events. ~~(975.02.b2)~~
- 9-12.VA.2.2.5 Show respect for personal work and work of others. ~~(975.02.b3)~~
- 9-12.VA.2.2.6 Write an artist's statement that describes a series of works (background information on the artist, artists and movements that were influential on the work, significance of the body of work).
- 9-12.VA.2.2.7 Debate dividing lines between imitating a master's style of creation and unfairly "copying" another person's original work. ~~(973.03.b2)~~
- 9-12.VA.2.2.8 Demonstrate collaborative and interpersonal skills by working productively with others, while creating works of art.

**Standard 3: Creation/Performance/Presentation**

Students engage in the creation of original works and/or the interpretation of works of others, culminating in a performance or presentation.

~~Communicate through visual arts articulately and expressively.~~ Students in grades 9-12 select appropriate media and apply artistic techniques and processes with confidence and intention. Students use elements and principles to solve visual arts problems. Students demonstrate well-developed observational skills. Students clearly communicate personal statements, ideas, or themes through a body of artwork and an accompanying artist's statements. Students use the creative process and a personal sketchbook to plan and create a body of work. Students critique their own artwork and the work of others with the purpose of improving it.

**Goal 3.1: Demonstrate skills essential to the visual arts.**

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**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.3.1.1 Select and apply media, techniques, and processes effectively and with artistic intention.
- 9-12.VA.3.1.2 Demonstrate safe and proper use, care, and storage of media, materials, and equipment.
- 9-12.VA.3.1.3 Demonstrate how (elements and principles) can be used to solve specific visual arts problems. ~~(975.01.b4)~~
- 9-12.VA.3.1.4 Present convincing or accurately rendered subjects that demonstrate refined observational skills.
- 9-12.VA.3.1.5 Plan, record, and analyze a body of work through keeping an artist's journal or sketchbook.
- 9-12.VA.3.1.6 Critique one's own work with the intent of revision and refinement.
- 9-12.VA.3.1.7 Locate and use appropriate resources in order to work independently, monitoring one's own understanding and learning needs.

**Goal 3.2: Communicate through the visual arts, applying artistic concepts, knowledge, and skills.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.3.2.1 Choose purposefully between visual characteristics of a variety of media and use these to communicate one's own idea.
- 9-12.VA.3.2.2 Discriminate and select from a variety of symbols, subject matter, and ideas to communicate clearly personal statements. ~~(975.03.b2)~~
- 9-12.VA.3.2.3 Create an interpretation of a work respecting the intent of its creator. ~~(906.03.b1)~~
- 9-12.VA.3.2.4 Select and utilize visual, spatial, and temporal concepts to enhance meaning in artwork.
- 9-12.VA.3.2.5 Create a body of work that develops a specific theme, idea or style of art.

**Goal 3.3: Communicate through the visual arts with creative expression.**

**Objective(s): By the end of high school, the student will be able to:**

- 9-12.VA.3.3.1 Plan and produce a work of art applying media, techniques, and processes with skill, confidence, and sensitivity. ~~(975.03.b1)~~
- 9-12.VA.3.3.2 Apply various symbols, subjects, and ideas in one's artwork. ~~(975.03.b2)~~
- 9-12.VA.3.3.3 Use the creative process (brainstorm, research, rough sketch, final product) to create and critique a work of art.
- 9-12.VA.3.3.4 Determine and execute appropriate visual presentation of an original artwork.

IDAHO CONTENT STANDARDS  
GRADE 7-12  
HUMANITIES: WORLD LANGUAGES - LEVEL 1

**Standard 1: Acquisition and use of language.**

Comprehend and communicate in the target language through listening, reading, writing, and speaking. Level 1 students use the four skills of language acquisition (listening, speaking, reading, and writing) with respect to very basic vocabulary. Students comprehend the language in context when spoken slowly and clearly by teachers or teaching resources. Students read short, modified texts and differentiate symbols, words, questions, and statements. Students write in short simple sentences. Students speak in rehearsed responses to rehearsed questions. The output of a level one student is comprehensible to a sympathetic world languages teacher.

**Goal 1.1: Listening**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.1.1.1 Comprehend basic vocabulary in isolation and in context.
- 7-12.WL1.1.1.2 Capture essential information from everyday conversations and short passages (e.g., cognates, context clues).
- 7-12.WL1.1.1.3 Recognize basic sentence types (e.g., questions, sentences, commands, negative and positive).
- 7-12.WL1.1.1.4 Comprehend question words (e.g., who, what, when, where, how).
- 7-12.WL1.1.1.5 Recognize number and gender signals.
- 7-12.WL1.1.1.6 Distinguish between formal and informal address.

**Goal 1.2: Speaking**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.1.2.1 Use basic vocabulary to respond to familiar prompts.
- 7-12.WL1.1.2.2 Express preferences, desires, opinions, and feelings.
- 7-12.WL1.1.2.3 Use appropriate level of politeness in simulated social exchanges.

**Goal 1.3: Reading**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.1.3.1 Decode written text, diacritical marks, and symbolic systems.
- 7-12.WL1.1.3.2 Recognize written forms of basic vocabulary.
- 7-12.WL1.1.3.3 Associate the written text with spoken forms.
- 7-12.WL1.1.3.4 Recognize cognates and borrowed words.

**Goal 1.4: Writing**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.1.4.1 Write basic vocabulary and short sentences (e.g., from dictation, picture cues, cloze activities, word banks).
- 7-12.WL1.1.4.2 Write a logical response to a familiar question or comment.

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- 7-12.WL1.1.4.3 Rewrite sentences, using substitutions.
- 7-12.WL1.1.4.4 Construct simple sentences using familiar vocabulary and phrases.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of world languages. They build literacy and develop critical thinking through analysis and interpretation.

~~Analyze, modify, and manipulate language elements.~~ Level 1 students identify some parts of speech found in basic sentence grammar in the target language. Students demonstrate connections between the target language and English (cognates), determine whether sentences are positive or negative, and begin to use ~~present tense verbs correctly~~ verb patterns (e.g., a specific tense when appropriate). Students use a short, comprehensible sentence structure, although it may not be completely accurate.

**Goal 2.1: Analysis of Language Elements and Products**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.2.1.1 Manipulate components of simple statements, questions, and commands (e.g., parts of speech, punctuation, and word order).
- 7-12.WL1.2.1.2 Derive meaning from word order.
- 7-12.WL1.2.1.3 Recognize appropriate ~~verb endings in the present tense~~ verb patterns in context or tense.
- 7-12.WL1.2.1.4 Compare linguistic elements among languages.
- 7-12.WL1.2.1.5 Recognize systematic changes in word families.

**Goal 2.2: Modification and Manipulation of Language Elements and Products**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.2.2.1 Use systematic changes within word families to expand vocabulary.
- 7-12.WL1.2.2.2 Use ~~appropriate verb endings in the present tense~~ acquired verbs appropriately to convey meaning.
- 7-12.WL1.2.2.23 Modify sentences to express positive and negative aspects.
- 7-12.WL1.2.2.34 Organize components of statements, questions, and commands to convey meaning individually and collaboratively.

**Standard 3: History, Geography, and Culture**

Demonstrate an understanding of ~~the historical, geographical, and cultural contexts of the target language~~ how people and cultures are connected across time in the geographical areas represented by the target languages. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

Level 1 students find the areas of the world where the target language is spoken, name those lands and states in which the language is spoken, recall some historical facts about those places, and compare daily activities in their own Idaho culture with those in the target cultures. Students

demonstrate awareness of customs of politeness (such as forms of address) in the target culture.  
~~Cultural discussions are largely in English.~~

**Goal 3.1: Historical Context**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.3.1.1 Recognize major historical and cultural figures and events from the target culture.
- 7-12.WL1.3.1.2 Identify historical connections between English and the target language (e.g., cognates, language origins).

**Goal 3.2: Geographical Context**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.3.2.1 Locate the areas in the world where the target language is spoken.
- 7-12.WL1.3.2.2 Describe the geographical features of major areas where the target language is spoken.

**Goal 3.3: Cultural Context**

**Objective(s): Upon completion of Level 1, the student will be able to:**

- 7-12.WL1.3.3.1 Compare and contrast the everyday life and social observances of the target culture with U.S. culture.
- 7-12.WL1.3.3.2 Recognize nonverbal cues and body language typically used in the target language.
- 7-12.WL1.3.3.3 Use appropriate cultural responses in diverse exchanges (e.g., forms of address, levels of familiarity).



IDAHO CONTENT STANDARDS  
GRADE 7-12  
HUMANITIES: WORLD LANGUAGES – LEVEL 2

**The student is expected to know content and apply skills from Level 1.**

**Standard 1: Acquisition and use of language.**

Comprehend and communicate in the target language through listening, reading, writing, and speaking. Level 2 students use the four language acquisition skills with an expanded, but still basic, vocabulary. Students comprehend aural input in longer and more complex pieces (up to several minutes of input at a time). Students follow classroom directions given in the target language. Students read longer (100 to 250 word) passages, which contain both familiar and unfamiliar vocabulary, and use a variety of strategies to decipher the unfamiliar pieces. Students write paragraph length texts about a variety of familiar topics, in a variety of ~~tenses~~ settings (place and time). Students engage in more extended conversation about rehearsed topics with the teacher and respond to unrehearsed but familiar questions with appropriate language. Students present rehearsed information orally. All student output in the second year should be comprehensible to a sympathetic native speaker and/or teacher of the language.

**Goal 1.1: Listening**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.1.1.1 Comprehend expanding vocabulary in isolation and in context.
- 7-12.WL2.1.1.2 Follow general classroom instruction in the target language.
- 7-12.WL2.1.1.3 Distinguish if an action described is taking place in the past, present, or future.
- 7-12.WL2.1.1.4 Comprehend speech in a variety of forms (e.g., regional accents, teacher talking in varying rates of delivery).

**Goal 1.2: Speaking**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.1.2.1 Engage in an extended conversation about rehearsed topics.
- 7-12.WL2.1.2.2 Retell stories and present information (e.g., from texts, visual clues, Internet sources).
- 7-12.WL2.1.2.3 Read texts aloud.
- 7-12.WL2.1.2.4 Respond to familiar, unrehearsed questions and situations using appropriate target language.

**Goal 1.3: Reading**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.1.3.1 Read and comprehend short passages consisting of familiar vocabulary.
- 7-12.WL2.1.3.2 Read and comprehend short passages that contain some unfamiliar vocabulary.

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- 7-12.WL2.1.3.3 Scan authentic sources to gain specific information through visual clues and cognates.
- 7-12.WL2.1.3.4 Read more complex, annotated passages with supplied vocabulary.

**Goal 1.4: Writing**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.1.4.1 Write in a variety of ~~forms and a minimum of two tenses using acquired vocabulary structures~~ using acquired vocabulary to focus on time, events, and settings.
- 7-12.WL2.1.4.2 Create paragraph-length writings about familiar topics.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of world languages. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze, modify, and manipulate language elements.~~ Level 2 students recognize and derive meaning from correctly used language elements and manipulate these elements to create texts with meaning. Students create output in speech and writing, which demonstrates improving use of grammar elements, ~~in all tenses taught (past, present, future, etc.) and for nouns and pronouns~~ verbal expression, and vocabulary. Students express preferences in several ways, ask a variety of questions, and express a variety of needs and wishes.

**Goal 2.1: Analysis of Language Elements and Products**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.2.1.1 Recognize appropriate verb ~~endings in all tenses learned~~ patterns (e.g., tenses and intonations).
- 7-12.WL2.2.1.2 Recognize and derive meaning from correctly used language elements (e.g., nouns, pronouns, articles, adjectives, adverbs, prepositions).
- 7-12.WL2.2.1.3 Predict meaning of unfamiliar words based on context and word families.

**Goal 2.2: Modification and Manipulation of Language Elements and Products**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.2.2.1 Manipulate language structures to demonstrate comparative and superlative relationships.
- 7-12.WL2.2.2.2 Use language structures to express degrees of preference or differences (e.g., “I like hamburgers,” “I prefer hamburgers to hotdogs”).
- 7-12.WL2.2.2.3 Use language-specific structures to show roles of nouns, pronouns, adjectives, and adverbs in context (e.g., subject, possessive, object).

**Standard 3: History, Geography, and Culture**

Students demonstrate an understanding of how people and cultures are connected across time in geographical areas represented by the target languages. Humanities instruction prepares students

to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

~~Demonstrate an understanding of the historical, geographical, and cultural contexts of the target language.~~ Level 2 students recall the basic geography and history of the target cultures, and furthermore have a deeper understanding of selected regions, persons, and events in the target culture. Students discuss some of the cultural features of the regions in the target language.

**Goal 3.1: Historical Context**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.3.1.1 Analyze the impact of selected historical figures and events on the target culture.

**Goal 3.2: Geographical Context**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.3.2.1 Examine geopolitical regions selected from the target culture (e.g., focus on a city, geographical entity).

**Goal 3.3: Cultural Context**

**Objective(s): Upon completion of Level 2, the student will be able to:**

- 7-12.WL2.3.3.1 Identify unique cultural aspects of regions in the target culture (e.g., food, holidays, customs, celebrations).

IDAHO CONTENT STANDARDS  
GRADE 7-12  
HUMANITIES: WORLD LANGUAGES – LEVELS 3-4

The student is expected to know content and apply skills from Levels 1–2.

**Standard 1: Acquisition and use of language.**

Comprehend and communicate in the target language through listening, reading, writing, and speaking. Advanced students acquire a variety of more comprehensive vocabulary, varying according to the topics selected during a particular year. Students listen to and comprehend extended spoken lectures, discussions, and media presentations in the target language. Students conduct classroom events in the target language. Students read texts of varying lengths, including stories, Internet texts, short novels, and authentic texts such as advertisements and news articles. Students write about these various topics, using appropriate resources. Students write longer and more accurate pieces. Students participate in unrehearsed classroom conversations in the target language, present formal oral projects, and read aloud comprehensibly. Output from an advanced student should be comprehensible to sympathetic teachers, classmates, and native speakers.

**Goal 1.1: Listening**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.1.1.1 Comprehend vocabulary related to class themes and literature.
- 7-12.WL3.1.1.2 Comprehend extended passages and peer conversations in the target language.
- 7-12.WL3.1.1.3 Gather key information from longer passages.
- 7-12.WL3.1.1.4 Interpret the intent or meaning of a spoken passage (tone, idioms, nuance, sarcasm, irony).
- 7-12.WL3.1.1.5 Comprehend authentic speech.

**Goal 1.2: Speaking**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.1.2.1 Engage in an extended conversation about unrehearsed topics.
- 7-12.WL3.1.2.2 Use alternatives to express meaning (e.g., circumlocution, synonyms, antonyms).
- 7-12.WL3.1.2.3 Engage in a planned conversation on a thematic topic (e.g., role playing, panel discussion, discussion of a literary work).

**Goal 1.3: Reading**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.1.3.1 Acquire new vocabulary through reading.
- 7-12.WL3.1.3.2 Identify the key elements or main idea of authentic information texts.
- 7-12.WL3.1.3.3 Summarize content of passages (e.g., poetry, song lyrics, folktales, fiction, graphic novels, and Internet text).
- 7-12.WL3.1.3.4 Read and comprehend extended narratives.

**Goal 1.4: Writing**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.1.4.1 Write in a variety of forms about thematic subjects.
- 7-12.WL3.1.4.2 Incorporate all acquired tenses, structures, and vocabulary in original works.

**Standard 2: Critical Thinking**

Students understand the purposes and functions of world languages. They build literacy and develop critical thinking through analysis and interpretation

~~Analyze, modify, and manipulate language elements.~~ Advanced students interpret some nuances and the intent of the target language, such as humor, irony, and sarcasm, and begin to use these in their speech and writing. Students speak and write with increasingly correct and complex structures and vocabulary.

**Goal 2.1: Analysis of Language Elements and Products**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.2.1.1 Infer meaning of an unfamiliar word based on its grammatical position and origins.
- 7-12.WL3.2.1.2 Recognize appropriate verb endings in all tenses and voices learned patterns (e.g., modes, tenses, and intonations).
- 7-12.WL3.2.1.3 Compare idiomatic and figurative expressions among languages.
- 7-12.WL3.2.1.4 Predict the meaning of a word based on its origin and usage in the sentence.

**Goal 2.2: Modification and Manipulation of Language Elements and Products**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.2.2.1 Predict outcomes of and infer meaning from authentic written and oral sources (e.g., poetry, lyrics, literature, and Internet).
- 7-12.WL3.2.2.2 Use language to achieve complex social objectives (e.g., persuasion, apology, complaints, regrets).

**Standard 3: History, Geography, and Culture**

Students demonstrate an understanding of how people and cultures are connected across time in geographical areas represented by the target languages. Humanities instruction prepares students to work and live as global citizens because of their greater understanding of their own culture and the cultures of others.

Demonstrate an understanding of the historical, geographical, and cultural contexts of the target language. Advanced students examine geography, history, and culture in the context of class themes in the target language.

**Goal 3.1: Historical Context**

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**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.3.1.1 Examine selected historical figures and events in depth.
- 7-12.WL3.3.1.2 Investigate the historical context of selected examples of art, music, literature, and film from the target culture.

**Goal 3.2: Geographical Context**

- 7-12.WL3.3.2.1 Discuss geography in context of class themes.

**Goal 3.3: Cultural Context**

**Objective(s): Upon completion of Levels 3 - 4, the student will be able to:**

- 7-12.WL3.3.3.1 React to current events in the target language.
- 7-12.WL3.3.3.2 Use Internet resources in the target language to explore a variety of topics.
- 7-12.WL3.3.3.3 Demonstrate a willingness to be open and responsive to new and diverse perspectives.

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**SUBJECT**

Pending Rule – Docket 08-0202-901- Local District Evaluation Policy.

**REFERENCE**

December 4, 2008	Presented as a review item only, included a presentation by the State Department of Education staff.
April 17, 2009	To approve the request of the State Department of Education to approve the proposed rule change to Idaho Administrative code, IDAPA 08.02.02.120, Local District Evaluation Policy. Roll call vote taken; motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-514, Idaho Code; Section 33-514A, Idaho Code; Section 33-515, Idaho Code; and Idaho Administrative code, IDAPA 08.02.02. – Section 120, Local District Evaluation Policy

**BACKGROUND/DISCUSSION**

Two public comments were received for this rule during the public comment period. After reviewing the comments, the Teacher Evaluation Task Force agreed that no changes were necessary as a result and that the rule should be approved as originally proposed.

Fiscal Year 2009 public schools budget included \$50,000 for the research and development of the Teacher Evaluation Task Force. The charge of this task force was to develop minimum standards for a fair, thorough, consistent and efficient system for evaluating teacher performance in Idaho, and to present its written recommendations to the Governor, State Board of Education, and the standing Education Committees of the Idaho Legislature. Part of the recommendations made by the Teacher Evaluation Task Force included making changes to Idaho Administrative code, IDAPA 08.02.02. – Section 120, Local District Evaluation Policy.

**IMPACT**

The task force determined there may be a minor financial impact on some districts that must develop new teacher evaluation models to be in compliance with the revised statutes and rules. The State Department of Education plans to provide technical assistance to districts to offset these costs by utilizing existing Federal Title IIA State Activity Dollars and general fund dollars already set aside by the State Department of Education for leadership training.

**ATTACHMENTS**

Attachment 1 – Proposed changes to 08.02.02 – Section 120

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**BOARD ACTION**

A motion to approve the pending rule, Docket 08-0202-901, Local District Evaluation Policy.

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

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**IDAHO ADMINISTRATIVE CODE**  
**State Board of Education**

**IDAPA 08.02.02**  
**Rules Governing Uniformity**

**120. LOCAL DISTRICT EVALUATION POLICY.**

Each school district board of trustees will develop and adopt policies for teacher performance evaluation in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction established. The process of developing criteria and procedures for certificated personnel evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators and teachers. The evaluation policy will be a matter of public record and communicated to the certificated personnel for whom it is written. (4-1-97)( )

**01. Standards.** Each district evaluation model shall be aligned to state minimum standards that are based on Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction. Those domains and components include: ( )

- a.** Domain 1 – Planning and Preparation: ( )
  - i.** Demonstrating Knowledge of Content and Pedagogy ( )
  - ii.** Demonstrating Knowledge of Students ( )
  - iii.** Setting Instructional Goals ( )
  - iv.** Demonstrating Knowledge of Resources ( )
  - v.** Designing Coherent Instruction ( )
  - vi.** Assessing Student Learning ( )
- b.** Domain 2 – Learning Environment ( )
  - i.** Creating an Environment of Respect and Rapport ( )
  - ii.** Establishing a Culture for Learning ( )
  - iii.** Managing Classroom Procedures ( )
  - iv.** Managing Student Behavior ( )
  - v.** Organizing Physical Space ( )
- c.** Domain 3 – Instruction and Use of Assessment ( )
  - i.** Communicating Clearly and Accurately ( )
  - ii.** Using Questioning and Discussion Techniques ( )
  - iii.** Engaging Students in Learning ( )
  - iv.** Providing Feedback to Students ( )
  - v.** Demonstrating Flexibility and Responsiveness ( )
  - vi.** Use Assessment to Inform Instruction and Improve Student Achievement ( )

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- d.     Domain 4 – Professional Responsibilities                               (\_\_\_\_)
- i.     Reflecting on Teaching   (\_\_\_\_)
- ii.    Maintaining Accurate Records                                       (\_\_\_\_)
- iii.   Communicating with Families   (\_\_\_\_)
- iv.    Contributing to the School and District                               (\_\_\_\_)
- v.     Growing and Developing Professionally                               (\_\_\_\_)
- vi.    Showing Professionalism    (\_\_\_\_)

**012. Participants.** Each district evaluation policy will include provisions for evaluating all certificated employees identified in Section 33-1001, Idaho Code, Subsection 13, and each school nurse and librarian (Section 33-515, Idaho Code). Policies for evaluating certificated employees should identify the differences, if any, in the conduct of evaluations for nonrenewable contract personnel and renewable contract personnel. (4-1-97)(\_\_\_\_)

**023. Evaluation Policy - Content.** Local school district policies will include, at a minimum, the following information: (4-1-97)(\_\_\_\_)

**a.** Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional improvement, personnel decisions. (4-1-97)

**b.** Evaluation criteria -- statements of the general criteria upon which certificated personnel will be evaluated. (4-1-97)

**c.** Evaluator -- identification of the individuals responsible for appraising or evaluating certificated personnel performance. The individuals assigned this responsibility should have received training in evaluation. (4-1-97)

**d.** Sources of data -- description of the sources of data used in conducting certificated personnel evaluations. For classroom teaching personnel, classroom observation should be included as one (1) source of data. (4-1-97)

**e.** Procedure -- description of the procedure used in the conduct of certificated personnel evaluations. (4-1-97)

**f.** Communication of results -- the method by which certificated personnel are informed of the results of evaluation. (4-1-97)

**g.** Personnel actions -- the action, if any, available to the school district as a result of the evaluation and the procedures for implementing these actions; e.g., job status change. Note: in the event the action taken as a result of evaluation is to not renew an individual's contract or to renew an individual's contract at a reduced rate, school districts should take proper steps to follow the procedures outlined in Sections 33-513 through 33-515, Idaho Code in order to assure the due process rights of all personnel. (4-1-97)

**h.** Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of certificated personnel evaluations. (4-1-97)

**i.** Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. (4-1-97)

**j.** Monitoring and evaluation. -- A description of the method used to monitor and evaluate the

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district's personnel evaluation system. (4-1-97)

**k.** Professional development and training -- a plan for ongoing training for evaluators/administrators and teachers on the districts evaluation standards, tool and process. ( )

**l.** Funding – a plan for funding ongoing training and professional development for administrators in evaluation. ( )

**m.** Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development. ( )

**n.** A plan for how evaluations will be used to identify proficiency and define a process that identifies and assists teachers in need of improvement. ( )

**o.** A plan for including all stakeholder including, but not limited to, teachers, board members and administrators in the development and ongoing review of their teacher evaluation plan. ( )

**034. Evaluation Policy - Frequency of Evaluation.** The evaluation policy should include a provision for evaluating all certificated personnel on a fair and consistent basis. At a minimum, the policy must provide standards for evaluating the following personnel: (4-1-97)( )

**a.** First-, second-, and third-year nonrenewable contract personnel will be evaluated at least once prior to the beginning of the second semester of the school year. (4-1-97)

**b.** All renewable contract personnel will be evaluated at least once annually. (4-1-97)

**045. Evaluation Policy - Personnel Records.** Permanent records of each certificated personnel evaluation will be maintained in the employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code). (4-1-97)( )

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**SUBJECT**

Pending Rule- Docket 08-0202-903- Endorsements

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1258, Idaho Code

**REFERENCE**

April 17, 2009

The Board approved the request of the State Department of Education to approve the proposed rule change to Idaho Administrative code, IDAPA 08.02.02.021. Rules Governing Uniformity - Endorsements. Roll call vote taken; motion carried unanimously.

**BACKGROUND/DISCUSSION**

No public comments were received during the public comment period. As a result no changes were made and the pending rule and should be approved as originally proposed.

**ATTACHMENTS**

Attachment 1 – Pending rule change IDAPA 08.02.02.021

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**BOARD ACTION**

A motion to approve the pending rule Docket 08-0202-903 Rules Governing Uniformity –Endorsements.

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

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**State Board of Education**

**IDAPA 08.02.02**  
**Rules Governing Uniformity**

**021. ENDORSEMENTS.**

Holders of a Secondary Certificate or a Standard Elementary Certificate, Standard Occupational Specialist Certificate, and Advanced Occupational Specialist Certificate may be granted endorsements in subject areas as provided herein. An official statement of competency in a teaching area or field is acceptable in lieu of courses for a teaching major or minor if such statements originate in the department or division of the accredited college or university in which the competency is established and are approved by the director of teacher education of the recommending college or university. To add an endorsement to an existing credential, an individual shall complete the credit hour requirements as provided herein and shall also meet or exceed the state qualifying score on appropriate, state approved content, pedagogy and performance assessments. When converting semester credit hours to quarter credit hours, two (2) semester credit hours is equal to three (3) quarter credit hours. (~~3-16-04~~)(\_\_\_\_)



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**SUBJECT**

Pending Rule- Docket 08-0202-903 - Pupil Personnel Services Certificate-Provisional Endorsement- School Nurse

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-1201 and 33-1258, Idaho Code

**REFERENCE**

April 17, 2009

To approve the request of the State Department of Education to approve the proposed rule change to Idaho Administrative code, IDAPA 08.02.02.027, Rules Governing Uniformity- Pupil Personnel Services Certificate-Provisional Endorsement- School Nurse  
Roll call vote taken; motion carried unanimously.

**BACKGROUND/DISCUSSION**

No public comments were received during the public comment period. As a result no changes were made and the pending rule and should be approved as originally proposed.

**ATTACHMENTS**

Attachment 1 – Pending rule change to IDAPA 08.02.02.027

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**BOARD ACTION**

A motion to approve the pending rule Docket 08-0202-903 Rules Governing Uniformity- Pupil Personnel Services Certificate-Provisional Endorsement- School Nurse.

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

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Rules Governing Uniformity**

**03. School Nurse Endorsement.** This endorsement is valid for five (5) years. Six (6) credits are required every five (5) years in order to renew the endorsement. Initial endorsement may be accomplished through completion of the following requirements. (3-16-04)

**a.** The candidate must possess a valid nursing (RN) license issued by the Idaho State Board of Nursing, and a bachelor's degree in nursing, education, or a health-related field from an accredited institution. (SD 0805)

**b.** The candidate must possess a valid professional nursing (RN) license issued by the Idaho State Board of Nursing and have completed nine (9) semester credit hours from a university or college in at least three (3) of the following areas: (SD 0805)

i. Health program management; (SD 0805)

ii. Child and adolescent health issues; (SD 0805)

iii. Counseling, psychology, or social work; or (SD 0805)

iv. Methods of instruction. (SD 0805)

**c.** Additionally, each candidate must have two (2) years' full-time (or part-time equivalent) school nursing, community health nursing, or any area of pediatric, adolescent, or family nursing experience. (SD 0805)

**04. ~~Provisional~~Interim Endorsement - School Nurse.** This certificate will be granted for those who do not meet the educational and/or experience requirements but who hold a valid professional nursing (RN) license in Idaho. An Interim Certificate will be issued for three (3) years while the applicant is meeting the educational requirements, and it is not renewable. ~~(SD 0805)~~( )

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**SUBJECT**

Pending Rule-Docket 08-0202-903 Rules Governing Uniformity- Endorsements  
M-Z Social Studies

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1258, Idaho Code

**REFERENCE**

April 17, 2009

The Board approved the request of the State Department of Education to approve the proposed rule change to Idaho Administrative code, IDAPA 08.02.02.024, Rules Governing Uniformity-Endorsements M-Z Social Studies. Roll call vote taken; motion carried unanimously.

**BACKGROUND/DISCUSSION**

One public comment was received for this rule during the public comment period. In light of the NCLB Title IIA regulations no change was made to the pending rule after reviewing the comment. As a result the rule should be approved as originally proposed.

**ATTACHMENTS**

Attachment 1 – Pending Change to IDAPA 08.02.02.024

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**BOARD ACTION**

A motion to approve the pending rule Docket 0202-903 Rules Governing Uniformity –Endorsements M-Z as submitted.

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

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**IDAHO ADMINISTRATIVE CODE  
State Board of Education**

**IDAPA 08.02.02  
Rules Governing Uniformity**

**024. ENDORSEMENTS M - Z.**

- 01. Marketing Technology Education (6-12).** (3-16-04)
- a.** Twenty (20) semester credit hours to include course work in each of the following areas: Marketing; Management; Economics; Coordination of Cooperative Programs; Merchandising/Retailing; and Curriculum and Materials Marketing, with remaining credit hours in the field of business. (3-16-04)
- b.** Occupational teacher preparation as provided in Sections 034 through 038. (3-16-04)
- 02. Mathematics - Basic (6-12).** Twenty (20) semester credit hours in Mathematics including course work in Algebra, Geometry, and Trigonometry. Six (6) semester credit hours of computer programming may be substituted for six (6) semester credits in Mathematics. (3-16-04)
- 03. Mathematics (6-12).** Twenty (20) semester credit hours including course work in each of the following areas: Geometry, Linear Algebra, Discrete Mathematics, Probability and Statistics, and a minimum of three (3) semester credit hours of Calculus. Statistics course work may be taken from a department other than the mathematics department. (4-11-06)
- 04. Music (6-12 or K-12).** Twenty (20) semester credit hours to include course work in the following: Theory and Harmony; Aural Skills, Music History; Conducting; Applied Music; and Piano Proficiency (Class Piano or Applied Piano), and Secondary Music Methods/Materials. To obtain a Music K-12 endorsement, applicants holding a Secondary Certificate must complete an elementary music methods course. (4-11-06)
- 05. Natural Science (6-12).** An endorsement in: Biological Science, Physical Science, Physics, Chemistry, Earth Science, Geology, or Agriculture Science and Technology. Twenty-four (24) semester credit hours are required in each endorsement area as follows: (4-11-06)
- a.** Biological Science Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Physics, Chemistry, and Earth Science or Geology. (4-11-06)
- b.** Physics Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Chemistry, and Earth Science or Geology. (4-11-06)
- c.** Chemistry Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Physics, and Earth Science or Geology. (4-11-06)
- d.** Earth Science or Geology Endorsement. Minimum of eight (8) semester credit hours in each of the following areas: Biology, Physics, and Chemistry. (4-11-06)
- e.** Agriculture Science and Technology Endorsement. Minimum of four (4) semester credit hours in each of the following areas: Biology, Chemistry, Earth Science or Geology, and Physics. Remaining course work must be from the sciences: Biology, Chemistry, Earth Science or Geology, and Physics. (4-11-06)
- 06. Physics (6-12).** Twenty (20) semester credit hours in the area of Physics. (3-16-04)
- 07. Physical Education (PE) (6-12 or K-12).** Twenty (20) semester credit hours to include course work in each of the following areas: Sport, Movement, and Outdoor Skills; Elementary PE Methods; Secondary PE Methods; Student Evaluation in PE; Administration of a PE Program; Safety and Prevention of Injuries; Fitness and Wellness; PE for Special Populations; Exercise Physiology; Kinesiology/Biomechanics; Sports Psychology or Sociology; Motor Behavior; and Current CPR and First Aid Certification. (3-30-07)
- 08. Physical Education/Health.** Must have an endorsement in both physical education and health. (3-30-07)



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- 09. Physical Science (6-12).** Twenty (20) semester credit hours in the area of physical science to include a minimum of eight (8) semester credit hours in each of the following: Chemistry and Physics. (3-16-04)
- 10. Psychology.** Twenty (20) semester credit hours in the area of Psychology. (3-16-04)
- 11. Social Studies (6-12).** Must have an endorsement in History, American Government/Political Science, Economics, ~~Sociology, Psychology,~~ or Geography plus ~~a minimum of twenty (20) semester credit hours of which the following are required:~~ a minimum of ~~six (6)~~ twelve (12) semester credit hours in each of the remaining core endorsements areas: History, Geography, Economics, and American Government/Political Science. ~~of general U.S. history survey; a minimum of three (3) semester credit hours of American Government. The remaining semester credit hours must include course work from all of the following areas: World History, Geography, Economics, Sociology, and Psychology.~~ (4-11-06) (\_\_\_\_)
- 12. Sociology (6-12).** Twenty (20) semester credit hours in the area of Sociology. (3-16-04)
- 13. Sociology/Anthropology (6-12).** Twenty (20) semester credit hours including a minimum of six (6) semester credit hours in each of the following: Anthropology and Sociology. (3-16-04)
- 14. Technology Education (6-12).** (3-16-04)
- a.** Twenty (20) semester credit hours to include course work in each of the following areas: Communication Technology; Computer Applications; Construction Technology; Electronics Technology; Manufacturing Technology; Power, Energy and Transportation; and Principles of Technology. (3-16-04)
- b.** Occupational teacher preparation as provided in Sections 034 through 038. (3-16-04)

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**SUBJECT**

Temporary and Pending rule- Docket 08-0202-902- Alternative Authorization, Teacher to New Certification/Endorsement

**REFERENCE**

April 17, 2009

To approve the request of the State Department of Education to approve the temporary and proposed rule change to Idaho Administrative code, IDAPA 08.02.02.043, Rules Governing Uniformity, Alternative Authorization, Teacher to New Certification/Endorsement. Roll call vote taken; motion carried unanimously.

**APPLICABLE STATUTE, RULE, OR POLICY**

33-1201 and 33-1258, Idaho Code

**BACKGROUND/DISCUSSION**

Two public comments were received for this rule during the public comment period. After reviewing the comments along with the Highly Qualified Teacher (HQT) mandate and the intent of the proposed rule, the Professional Standards Commission agreed that no substantive changes were necessary. As a result the rule should be approved as originally proposed.

**ATTACHMENTS**

Attachment 1 – Temporary and Pending Rule change for IDAPA 08.02.02.043- Alternative Authorization, Teacher to New Certification/Endorsement Page 3

**BOARD ACTION**

A motion to approve the Temporary and Pending Rule for Docket 08-0202-902 Rules Governing Uniformity, Alternative Authorization, Teacher to New Certification/Endorsement.

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

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**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**IDAHO ADMINISTRATIVE CODE**  
**State Board of Education**

**IDAPA 08.02.02**  
**Rules Governing Uniformity**

**043. ALTERNATIVE AUTHORIZATION – TEACHER TO NEW CERTIFICATION (EFFECTIVE JULY 1, 2006).**

The purpose of this alternative authorization is to allow Idaho school districts to request ~~emergency~~ endorsement/certification when a professional position cannot be filled with someone who has the correct endorsement/certification. Alternative authorization in this area is valid for up to three (3) years and is nonrenewable. ~~(SD-0806)(5-8-09)T~~

**01. Initial Qualifications.** Prior to application, a candidate must hold a Bachelor's degree, and a valid Idaho teacher certificate without full endorsement in content area of need. The school district must ~~declare an emergency and~~ provide supportive information attesting to the ability of the candidate to fill the position. ~~(3-20-04)(5-8-09)T~~

**02. Alternative Route Preparation Program.** (3-20-04)

**a.** Option I - Teacher to New Certification/Endorsement. (SD 0806)

i. Candidate will work toward completion of the alternative route preparation program through a participating college/university, and the employing school district. Candidate must complete a minimum of nine (9) semester credits annually to be eligible for extension of up to a total of three (3) years. (3-20-04)

ii. The participating college/university shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences. (3-20-04)

iii. Candidate shall meet all requirements for the endorsement/certificate as provided herein. (3-20-04)

**b.** Option II - National Board (endorsement only). By earning National Board certification in content specific areas teachers may gain endorsement in a corresponding subject area. (SD 0806)

**c.** Option III – Master's degree or higher (endorsement only). By earning a graduate degree in a content specific area, candidates may add an endorsement in that same content area to a valid certificate. ~~(5-8-09)T~~

**ed.** Option IV - Testing and/or Assessment (endorsement only). Two (2) pathways are available to some teachers, depending upon endorsement(s) already held. ~~(SD-0806)(5-8-09)T~~

i. Pathway 1 - Endorsements may be added through state-approved testing ~~only, provided that and a mentoring component.~~ ~~†The appropriate test is~~ must be successfully completed within the first year of authorization in an area closely compatible with an endorsement for which ~~they~~the candidate already qualifies and ~~are~~is experienced. Additionally requires the successful completion of a one (1)-year state-approved mentoring component. ~~(SD-0806)(5-8-09)T~~

ii. Pathway 2 - Endorsements may be added through state-approved testing ~~provided that in an area less closely compatible with an endorsement for which the candidate already qualifies and is experienced.~~ ~~†The appropriate test is~~ must be successfully completed within the first year of the authorization, in an area closely compatible with an endorsement for which a teacher already qualifies and is experienced. Additionally requires the successful completion of a one (1)-year state-approved mentoring component and passing a final pedagogy assessment. ~~(SD-0806)(5-8-09)T~~

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**STATE DEPARTMENT OF EDUCATION**  
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**SUBJECT**

Excision and Annexation of Land from the Independent School District of Boise City to the Meridian Joint School District- Avimor

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-308, Idaho Code; IDAPA 08.02.01.050, Rules Governing Uniformity

**BACKGROUND/DISCUSSION**

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. The Boise School District Board of Trustees transmitted the proposal and petition containing the required documents, which is submitted to the State Board of Education. The responsibility of the State Board of Education is to approve or disapprove the proposal for the excision/annexation. If the proposal is approved, it will be sent to the electors of the area affected.

Both districts are in support of the property transfer. Pursuant to IDAPA 08.02.01.050, a hearing officer was appointed to review the request and a public hearing was held. The hearing officer recommends approval of the proposed property transfer. The hearing officer's recommendation and exhibits are attached. These include the documents as originally submitted to the State Department of Education.

**ATTACHMENTS**

Attachment 1 – Hearing Officer's Recommendation	Page 3
Attachment 2 – Petition to Alter the District Boundaries	Page 7

**BOARD ACTION**

A motion to accept the findings and conclusions issued by the hearing officer and to approve the recommendation of the hearing officer to excise and annex property from the Boise Independent School District to the Meridian Joint School District .

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

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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Jean R. Uranga  
URANGA & URANGA  
Attorneys at Law  
714 North 5<sup>th</sup> Street  
P.O. Box 1678  
Boise, Idaho 83701  
Telephone: (208) 342-8931  
Facsimile: (208) 384-5686  
Idaho State Bar No. 1757

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

PETITION TO ALTER THE BOISE	)	
AND MERIDIAN SCHOOL DISTRICT	)	
BOUNDARY UNDER I.C. §33-308	)	<b>FINDINGS OF FACT, CONCLUSIONS</b>
	)	<b>OF LAW AND RECOMMENDED ORDER</b>
_____	)	

This matter is before the Hearing Officer based upon the Petition of the Independent School District of Boise City No. 1 to excise that portion of the Avimor development which is in the Boise District and annex said property to the Meridian Joint School District No. 2. An evidentiary hearing on the Petition was conducted May 21, 2009, at 1:30 p.m. Peter Bailey and A.J. Balukoff, appeared representing the Boise School District. Bruce Gestrin, Assistant Superintendent for the Meridian School District, appeared representing the Meridian School District.

**FINDINGS OF FACT**

The evidence establishes that the Avimor subdivision development includes property which is partly in the Boise School District and property which is partly in the Meridian School District. There are currently no children living in that area attending school.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 1



**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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Both the Independent School District of Boise City No. 1 and Meridian Joint School District No. 2 met and discussed this problem and mutually agreed it would be in the best interests of the children in both districts to have all of the Avimor subdivision development fall within the Meridian Joint School District No. 2.

Pursuant to statute, the Board of Trustees of each district adopted resolutions approving the Petition of the Independent School District of Boise City No. 1 to excise any portion of the Avimor subdivision from its school district and annex the property by the Meridian Joint School District No. 2.

Both districts concurred it is in the best interests of the children who might live in that area to attend the same school district. It will be safer to transport the children to the Meridian School District than to the Boise District. The record owner of the Avimor subdivision concurred with the proposed annexation request.

The Petition establishes that the bond indebtedness of the Independent School District of Boise City No. 1 will not be affected by the proposed boundary change.

A map setting forth the proposed boundary change is attached to this report.

**CONCLUSIONS OF LAW**

Idaho Code §33-308 provides the procedure for requesting excision and annexation of school district territory. Subsection (1) allows a Board of Trustees of any school district to petition for annexation of an area from one school district to another

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 2

**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

---

contiguous school district.

Idaho Code §33-308(4) provides that the State Board of Education shall approve the proposal if two conditions are met. First, the excision and annexation must be in the best interest of the children residing in the area described and second, excision must not leave a school district with a bonded debt in excess of the limit prescribed by law. If a proposal is approved, the matter is then submitted to the school district electors residing in the area described.

Both districts concur the proposed annexation has no effect on the bonded indebtedness of either district and the change is in the best interests of children residing in the area IDAPA 08.02.01.050.

**RECOMMENDED ORDER**

Based upon the foregoing, it is recommended that the Petition for excision of the Avimor subdivision development from the Boise School District and annexation to the Meridian School District be GRANTED.

DATED This 29 day of May, 2009.

**JEAN R. URANGA**

\_\_\_\_\_  
JEAN R. URANGA  
Hearing Officer

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 3

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 29 day of May, 2009, I served true and correct copies of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER by depositing copies thereof in the United States mail, postage prepaid, in envelopes addressed to:

A.J. Balukoff, President  
Board of Trustees  
Boise School District  
8169 W. Victory Road  
Boise, Idaho 83709

Juan Vuittonet, Chairman  
Board of Trustees  
Joint School District No. 2  
1303 E. Central Drive  
Meridian, Idaho 83642

Camille Wells  
State Department of Education  
P.O. Box 83720  
Boise, Idaho 83720-0027

JEAN R. URANGA

JEAN R. URANGA

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 4

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**Petition to Alter the Boise and Meridian School District Boundary under I.C. §33-308**

- I. **Petitioner:** The Independent School District of Boise No. 1 Board of Trustees
  - a) Independent School District of Boise City No. 1  
8169 W. Victory Rd.  
Boise, ID 83709  
Phone: (208) 854-4000  
Fax: (208) 854-4008
- II. **Legal Description:** Please see Exhibit A attached hereto.
- III. **Maps:** Please see Exhibit B attached hereto.
- IV. **Names of School Districts:** The area to be changed in this Petition would be excised from the Independent School District of Boise City No. 1 and annexed by Meridian Joint School District No. 2.
- V. **Basis for Petition:** The Petition being submitted is based upon the development of previously uninhabited lands. The development of Avimor on the west boundary of the Boise School District, has resulted in a section of the community to reside in the Boise School District, and a section to reside in the Meridian School District. Further, the transportation needs of the children in the portion of the planned community that is now in Boise School District would be inefficient and logistically difficult. The developer has requested that this shift take place so patrons moving to the new planned community would be served by a single district.
- VI. **Number of Children:** Currently, it is the understanding and belief of both entities that there are no children in the area.
- VII. **Board of Trustee Support:** Attached hereto as Exhibits C and D are statements of support duly passed by both Boards of Trustees.
- VIII. **Findings:**
  - a) **Best Interests of Children:** IDAPA 08.02.01.050
    - i) **Safety and Distance:** the Children will be more safely transported and within a shorter distance from their schools if the area under this Petition is annexed by the Meridian School District. The closest schools in the Boise system are substantially further away than those in Meridian.
    - ii) **Views of Interested Parties:** The Developer of Avimor has requested that the Districts take this action to allow their entire community to be serviced by a single District. The company is the record owner of all private property within the proposed annexation area.

**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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- iii) **Adjustment of the children to their home and neighborhood environment:**  
Although there are no students present currently, having all students in a single planned community attend a single District will certainly improve their ability to adjust to their homes and neighborhood.
  - iv) **Suitability of the school which is gaining students in terms of capacity and community support.** Joint School District No. 2 has adequate capacity to handle any children who move into the annexed community. Avimor is supportive of the entire community being in Meridian's boundaries.
- b) **Bonded Debt:** The Independent School District of Boise City No. 1 will not be affected by the proposed excision in a manner which would leave it with a bonded debt in excess of the limit proscribed by law.
- i) The Independent School District of Boise City No. 1 is currently operating with 11% of its allowable bonded debt under Idaho Code. This annexation/excision will not materially affect that number.

STATE DEPARTMENT OF EDUCATION  
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Exhibit A



**Boundary Description**  
**Avimor Parcel 1**  
**Boise – Meridian School District Exchange**

A parcel of land situated the north half of Section 19, Township 5 North, Range 2 East, Boise Meridian, Ada County, Idaho; being those portions of Lots 2 and 13, Block 1, Avimor Subdivision No. 1, Book 100 of Plats at Pages 13049 through 13069, records of Ada County, lying in said Section 19; and being more particularly described as follows:

Commencing at a brass cap marking the north quarter-section corner of Section 19, Township 5 North, Range 2 East, Boise Meridian, the POINT OF BEGINNING:

Thence S87°17'17"E, 522.86 feet along the north line of Section 19 to the boundary of Avimor Subdivision No. 1;

Thence S02°42'43"W, 330.00 feet along the boundary of Avimor Subdivision No. 1;

Thence N87°17'17"W, 919.72 feet along the boundary of Avimor Subdivision No. 1 to the easterly right-of-way line of N. Horseshoe Bend Road (SH-55);

Thence 238.92 feet on a non-tangent curve to the left, concave westerly, having a radius of 1225.92 feet, a central angle of 11°09'58", a chord bearing of N02°39'30"E, and a chord length of 238.54 feet, along the easterly right-of-way line of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1;

Thence S87°04'31"W, 15.00 feet along the easterly right-of-way line of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1;

Thence 93.78 feet on a non-tangent curve to the left, concave westerly, (a 65-foot offset of a spiral curve to the left having a radius of 1145.92 feet, a deflection angle of 6°15', an arc length of 250.00 feet, a chord bearing of N7°05'29"W, and a chord length of 249.87 feet, as shown on State of Idaho Department of Highways construction plans for Federal Aid Project No. F-3271 (9)) having a chord bearing of N04°53'28"W, and a chord length of 93.76 feet, along the easterly right-of-way of N. Horseshoe Bend Road (SH-55) and the boundary of Avimor Subdivision No. 1 to the north line of Section 19;

Thence S87°17'17"E, 424.41 feet along the north line of Section 19 to the POINT OF BEGINNING.

The above-described parcel contains 6.99 acres, more or less.



LAND PLANNING



CIVIL ENGINEERING



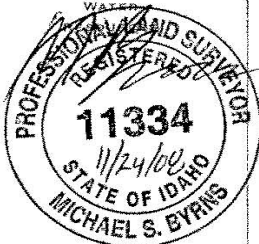
LANDSCAPE ARCHITECTURE



LAND SURVEY



WATER



1173 East Winding Creek Drive  
Eagle, ID  
83616

PH 208/246.8300  
FX 208/246.8320

www.wrgdesign.com  
www.wrgdesign.com

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



**Boundary Description**  
**Avimor Parcel 2**  
**Boise – Meridian School District Exchange**

The southeast quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the northwest quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the southwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian, INCLUDING those portions within Avimor Subdivision No. 1, Book 100 of Plats at Pages 13049 through 13069, records of Ada County;

AND the northwest quarter of the northwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the northwest quarter of Section 17, Township 5 North, Range 2 East, Boise Meridian;

AND the northwest quarter of the southwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian, lying south of the Ada-Boise County Line;

AND the southwest quarter of the southwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian;

AND the southwest quarter of the northwest quarter of Section 8, Township 5 North, Range 2 East, Boise Meridian, lying south of the Ada-Boise County Line.

The above-described parcel contains 285 acres, more or less.



LAND  
PLANNING



CIVIL  
ENGINEERING



LANDSCAPE  
ARCHITECTURE



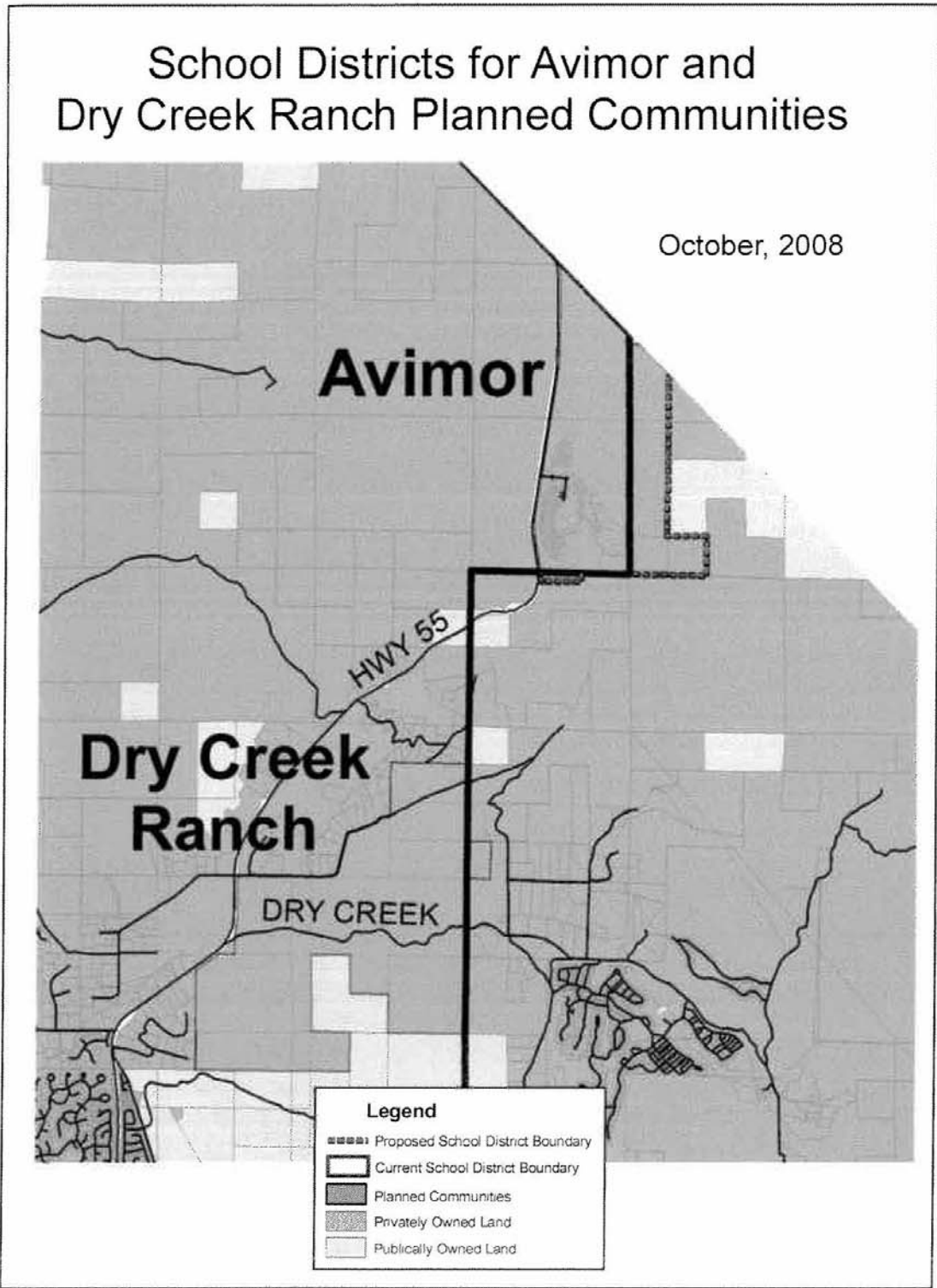
LAND  
SURVEY



1173 East Winding Creek Drive  
Eagle, ID  
83616

PH 208/246.8300  
FX 208/246.8320

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STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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Exhibit C

RESOLUTION No. 2-2009

FOR THE PURPOSE OF REQUESTING A BOUNDARY CHANGE BETWEEN  
INDEPENDENT SCHOOL DISTRICT OF BOISE CITY #1 AND JOINT SCHOOL DISTRICT No. 2

WHEREAS, the Independent School District of Boise #1 has on the west end of its District boundary the planned community of Avimor;

WHEREAS, the boundary of Avimor will result in part of the planned community being in the Independent School District of Boise City #1 (Boise) and part in Joint School District No. 2 (Meridian). Such a division would split the planned community and send students to both Boise and Meridian schools;

WHEREAS, transporting of students in the portion of Avimor that is now in the Boise School District would be inefficient and logistically difficult;

WHEREAS, the developer of Avimor is in support of this change in school district boundaries so that all students moving into the planned community would share the same school district; and

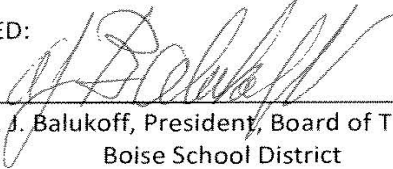
WHEREAS, it is currently understood and believed of both the Boise and Meridian School Districts that there are no children living in the portion of Avimor affected by the proposed change as of this date;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Independent School District of Boise request that the area within the planned community of Avimor, , referenced in the Petition to Alter the Boise and Meridian School Districts Boundary under I.C. § 33-308, be excised from its boundaries and annexed by the Joint School District No. 2.

Dated this 23<sup>rd</sup> day of February, 2009.

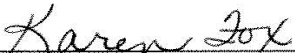
APPROVED:

By: \_\_\_\_\_

  
A. J. Balukoff, President, Board of Trustees  
Boise School District

ATTEST:

By: \_\_\_\_\_

  
Clerk of the Board

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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Exhibit D

RESOLUTION No. 2-2009

FOR THE PURPOSE OF REQUESTING A BOUNDARY CHANGE BETWEEN  
JOINT SCHOOL DISTRICT No. 2 AND INDEPENDENT SCHOOL DISTRICT OF BOISE CITY #1

WHEREAS, the Independent School District of Boise #1 has on the west end of its District boundary the planned community of Avimor;

WHEREAS, the boundary of Avimor will result in part of the planned community being in the Joint School District No. 2 (Meridian) and part in Independent School District of Boise City #1 (Boise). Such a division would split the planned community and send students to both Boise and Meridian schools;

WHEREAS, transporting of students in the portion of Avimor that is now in the Boise School District would be inefficient and logistically difficult;

WHEREAS, the developer of Avimor is in support of this change in school district boundaries so that all students moving into the planned community would share the same school district; and

WHEREAS, it is currently understood and believed of both the Boise and Meridian School Districts that there are no children living in the portion of Avimor affected by the proposed change as of this date;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Joint School District #2 propose to annex the area to be excised by Independent School District #1 within the planned community of Avimor, referenced in the Petition to Alter the Boise and Meridian School Districts Boundary under I.C. § 33-308.

Dated this 20<sup>th</sup> day of February, 2009.

APPROVED:

By: 

Juan Vuittonet, Chairman, Board of Trustees  
Joint School District No. 2

ATTEST:

By: 

Clerk of the Board

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**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**SUBJECT**

Excision and Annexation of Land from the Meridian Joint School District to the Independent School District of Boise City- Orchard Ranch

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-308, Idaho Code; IDAPA 08.02.01.050, Rules Governing Uniformity

**BACKGROUND/DISCUSSION**

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. The Meridian Joint School District Board of Trustees transmitted the proposal and petition containing the required documents, which is submitted to the State Board of Education. The responsibility of the State Board of Education is to approve or disapprove the proposal for the excision/annexation. If the proposal is approved, it will be sent to the electors of the area affected.

Both districts are in support of the property transfer. Pursuant to IDAPA 08.02.01.050, a hearing officer was appointed to review the request and a public hearing was held. The hearing officer recommends approval of the proposed property transfer. The hearing officer's recommendation and exhibits are attached. These include the documents as originally submitted to the State Department of Education.

**ATTACHMENTS**

Attachment 1 – Hearing Officer's Recommendation	Page 3
Attachment 2 – Petition to Alter the District Boundaries	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

This section will be completed by Board staff.

**BOARD ACTION**

A motion to accept the findings and conclusions in the recommended order issued by the hearing officer and to accept the petition for the excision and annexation of property from the Meridian Joint School District to the Boise Independent School District.

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

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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Jean R. Uranga  
URANGA & URANGA  
Attorneys at Law  
714 North 5<sup>th</sup> Street  
P.O. Box 1678  
Boise, Idaho 83701  
Telephone: (208) 342-8931  
Facsimile: (208) 384-5686  
Idaho State Bar No. 1757

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

PETITION TO ALTER THE MERIDIAN)  
AND BOISE SCHOOL DISTRICT )  
BOUNDARY UNDER I.C. §33-308 )  
\_\_\_\_\_ )

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND RECOMMENDED ORDER**

This matter is before the Hearing Officer based upon the Petition of the Meridian Joint School District No. 2 to excise that portion of the Orchard Ranch development which is in the Meridian District and annex said property to the Independent School District of Boise City No. 1. An evidentiary hearing on the Petition was conducted May 21, 2009, at 1:30 p.m. Peter Bailey and A.J. Balukoff, appeared representing the Boise School District. Bruce Gestrin, Assistant Superintendent for the Meridian School District, appeared representing the Meridian School District.

**FINDINGS OF FACT**

The evidence establishes that the Orchard Ranch subdivision development includes property which is partly in the Meridian School District and property which is partly in the Boise School District. There are currently no children living in that area attending school.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 1

**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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Both the Independent School District of Boise City No. 1 and Meridian Joint School District No. 2 met and discussed this problem and mutually agreed it would be in the best interests of the children in both districts to have all of the Orchard Ranch subdivision development fall within the Independent School District Boise City No. 1.

Pursuant to statute, the Board of Trustees of each district adopted resolutions approving the Petition of the Meridian Joint School District No. 2 to excise any portion of the Orchard Ranch subdivision from its school district and annex the property by the Independent School District of Boise City No. 1.

Both districts concurred it is in the best interests of the children who might live in that area to attend the same school district. It will be safer to transport the children to the Boise School District than to the Meridian District. The developer of the Orchard Ranch subdivision concurred with the proposed annexation request.

The Petition establishes that the bond indebtedness of the Meridian Joint School District No. 2 will not be affected by the proposed boundary change.

A map setting forth the proposed boundary change is attached to this report.

**CONCLUSIONS OF LAW**

Idaho Code §33-308 provides the procedure for requesting excision and annexation of school district territory. Subsection (1) allows a Board of Trustees of any school district to petition

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER - 2



**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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for annexation of an area from one school district to another contiguous school district.

Idaho Code §33-308(4) provides that the State Board of Education shall approve the proposal if two conditions are met. First, the excision and annexation must be in the best interest of the children residing in the area described and second, excision must not leave a school district with a bonded debt in excess of the limit prescribed by law. If a proposal is approved, the matter is then submitted to the school district electors residing in the area described.

Both districts concur the proposed annexation has no effect on the bonded indebtedness of either district and the change is in the best interests of children residing in the area IDAPA 08.02.01.050.

**RECOMMENDED ORDER**

Based upon the foregoing, it is recommended that the Petition for excision of the Orchard Ranch subdivision development from the Meridian School District and annexation to the Boise School District be GRANTED.

DATED This 9 day of May, 2009.

**JEAN R. URANGA**  
\_\_\_\_\_  
JEAN R. URANGA  
Hearing Officer

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 21 day of May, 2009, I served true and correct copies of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDED ORDER by depositing copies thereof in the United States mail, postage prepaid, in envelopes addressed to:

A.J. Balukoff, President  
Board of Trustees  
Boise School District  
8169 W. Victory Road  
Boise, Idaho 83709

Juan Vuittonet, Chairman  
Board of Trustees  
Joint School District No. 2  
1303 E. Central Drive  
Meridian, Idaho 83642

Camille Wells  
State Department of Education  
P.O. Box 83720  
Boise, Idaho 83720-0027

JEAN R. URANGA  
JEAN R. URANGA

**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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**Petition to Alter the Meridian and Boise School District Boundary under I.C. §33-308**

- I. **Petitioner:** Joint School District No. 2
  - a) Joint School District No. 2  
1303 E. Central Drive  
Meridian, ID 83642  
Phone: (208) 855-4500  
Fax: (208) 350-5962
- II. **Legal Description:** Please see Exhibit A attached hereto.
- III. **Maps:** Please see Exhibit B attached hereto.
- IV. **Names of School Districts:** The area to be changed in this Petition would be excised from the Meridian Joint School District No. 2. and annexed by the Independent School District of Boise City No. 1
- V. **Basis for Petition:** The Petition being submitted is based upon the development of previously uninhabited lands. The development of Orchard Ranch on the east boundary of Meridian Joint School District No. 2 boundary has resulted in a section of the community to reside in the Meridian School District, and a section to reside in the Boise School District. Further, the transportation needs of the children in the portion of the planned community that is now in the Meridian School District would be inefficient and logistically difficult. The developer has requested that this shift take place so patrons moving to the new planned community would be served by a single district.
- VI. **Number of Children:** Currently, it is the understanding and belief of both entities that there are no children in the area.
- VII. **Board of Trustee Support:** Attached hereto as Exhibits C and D are statements of support duly passed by both Boards of Trustees.
- VIII. **Findings:**
  - a) **Best Interests of Children:** IDAPA 08.02.01.050
    - i) **Safety and Distance:** the Children will be more safely transported and within a shorter distance from their schools if the area under this Petition is annexed by the Independent School District of Boise City. The closest schools in the Meridian system are substantially further away than those in Boise.
    - ii) **Views of Interested Parties:** The Developer of Orchard Ranch has requested that the Districts take this action to allow their entire community to be serviced by a single District.

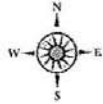
**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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- iii) **Adjustment of the children to their home and neighborhood environment:**  
Although there are no students present currently, having all students in a planned community attend a single District will certainly improve their ability to adjust to their homes and neighborhood.
- iv) **Suitability of the school which is gaining students in terms of capacity and community support.** The Independent School District of Boise City has adequate capacity to handle any children who move into the annexed community. Orchard Ranch is supportive of the entire community being in Boise's boundaries.
- b) **Bonded Debt:** Joint School District No. 2 will not be affected by the proposed excision in a manner which would leave it with a bonded debt in excess of the limit proscribed by law.
  - i) Joint School District No. 2 is currently operating with 21.3% of its allowable bonded debt under Idaho Code. This annexation/excision will not materially affect that number.

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Exhibit A



**DTP SURVEYING, LLC**  
*Professional Land Surveyor*

208.860.3442  
dtp@msn.com  
1506 E. Prohaska Ct.  
Eagle, ID 83616

February 23, 2009

**Orchard Property Description  
Meridian School District to Boise Independent School District  
Boundary Change**

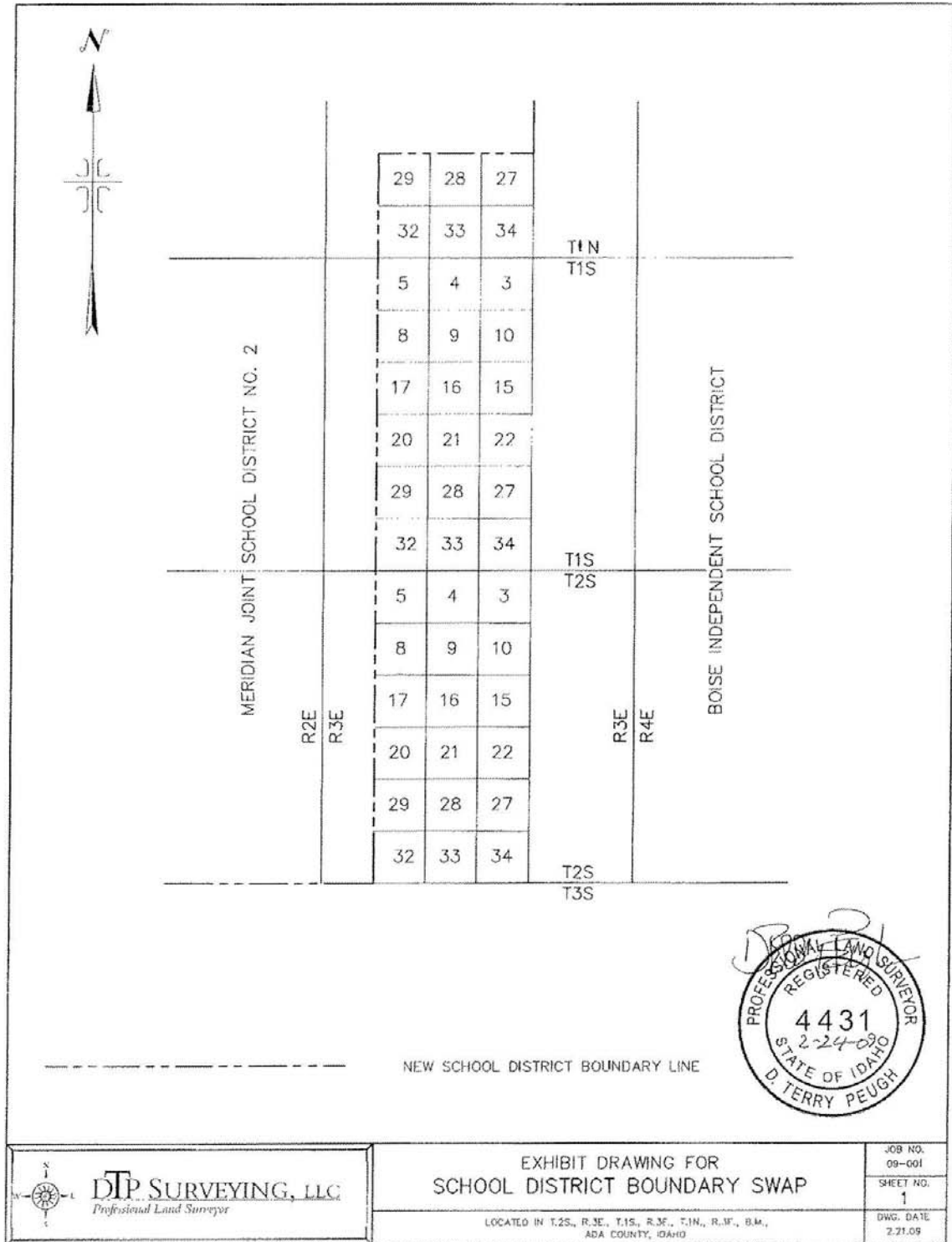
In Township 1 North, Range 3 East, Boise Meridian, Ada County, Idaho  
All of Sections 27, 28, 29, 32, 33, and 34.

In Township 1 South, Range 3 East, Boise Meridian, Ada County, Idaho  
All of Sections 3, 4, 5, 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32, 33, and 34.

In Township 2 South, Range 3 East, Boise Meridian, Ada County, Idaho  
All of Sections 3, 4, 5, 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, 29, 32, 33, and 34.



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**D.T.P. SURVEYING, LLC**  
Professional Land Surveyor

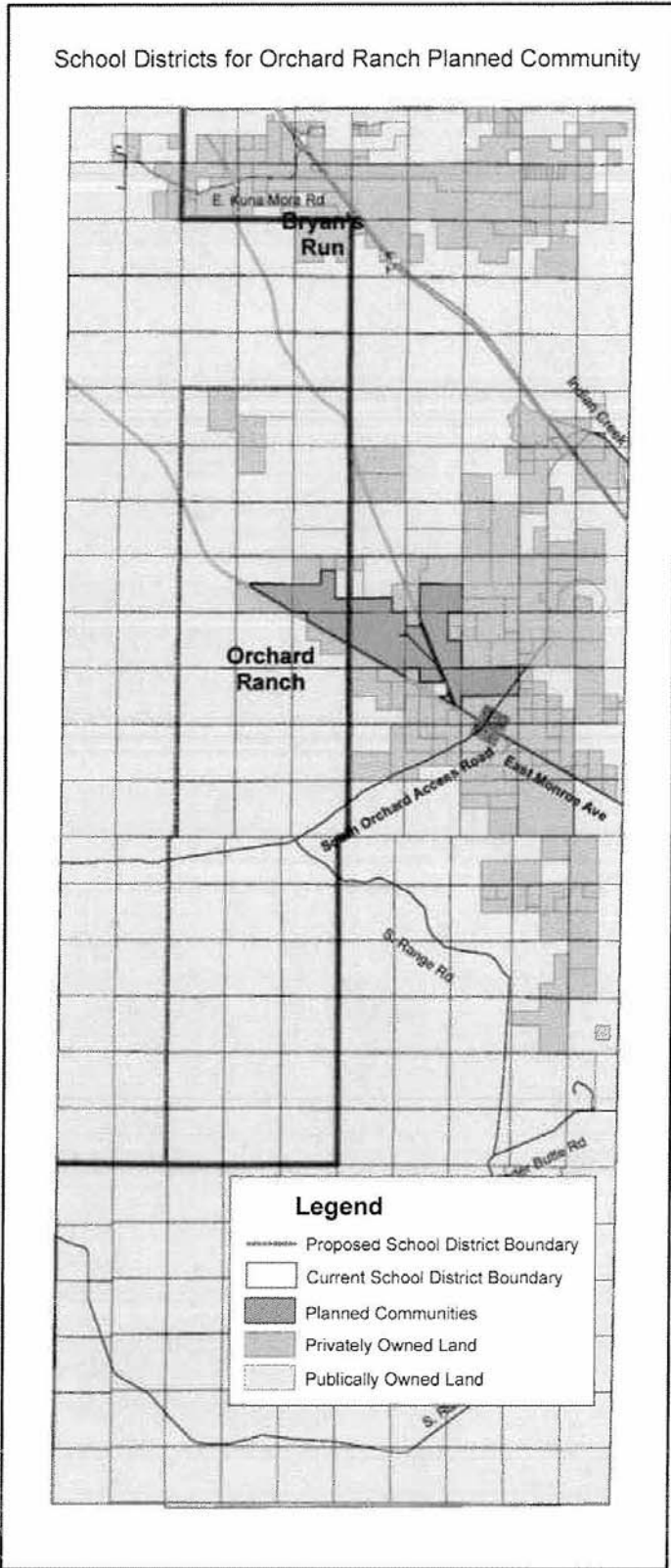
EXHIBIT DRAWING FOR  
SCHOOL DISTRICT BOUNDARY SWAP

LOCATED IN T.2S., R.3E., T.1S., R.3E., T.1N., R.3E., B.M.,  
ADA COUNTY, IDAHO

JOB NO. 09-001
SHEET NO. 1
DWG. DATE 2.21.09

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Exhibit B



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Exhibit C

RESOLUTION No. 3-2009

*FOR THE PURPOSE OF REQUESTING A BOUNDARY CHANGE BETWEEN  
JOINT SCHOOL DISTRICT No. 2 AND INDEPENDENT SCHOOL DISTRICT OF BOISE CITY #1*

**WHEREAS**, the Joint School District No. 2 has on the east end of its District boundary the planned community of Orchard Ranch;

**WHEREAS**, the boundary of Orchard Ranch will result in part of the planned community being in the Joint School District No. 2 (Meridian) and part in Independent School District of Boise City #1 (Boise). Such a division would split the planned community and send students to both Meridian and Boise schools;

**WHEREAS**, transporting of students in the portion of Orchard Ranch that is now in the Meridian School District would be inefficient and logistically difficult;

**WHEREAS**, the developer of Orchard Ranch is in support of this change in school district boundaries so that all students moving into the planned community would share the same school district; and

**WHEREAS**, it is currently understood and believed of both the Meridian and Boise School Districts that there are no children living in the portion of Orchard Ranch affected by the proposed change as of this date;

**THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Joint School District No. 2 request that the area within the planned community of Orchard Ranch, referenced in the Petition to Alter the Boise and Meridian School Districts Boundary under I.C. § 33-308, be excised from its boundaries and annexed by the Independent School District of Boise #1.

Dated this 20<sup>th</sup> day of February, 2009.

APPROVED:

By: 

Juan Vuittonet, Chairman, Board of Trustees  
Joint School District No. 2

ATTEST:

By: 

Clerk of the Board



STATE DEPARTMENT OF EDUCATION  
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Exhibit D

RESOLUTION No. 3-2009

FOR THE PURPOSE OF REQUESTING A BOUNDARY CHANGE BETWEEN  
JOINT SCHOOL DISTRICT #2 AND INDEPENDENT SCHOOL DISTRICT OF BOISE CITY #1

WHEREAS, the Joint School District No. 2 has on the east end of its District boundary the planned community of Orchard Ranch;

WHEREAS, the boundary of Orchard Ranch will result in part of the planned community being in the Joint School District No. 2 (Meridian) and part in Independent School District of Boise City #1 (Boise). Such a division would split the planned community and send students to both Boise and Meridian schools;

WHEREAS, transporting of students in the portion of Orchard Ranch that is now in the Meridian School District would be inefficient and logistically difficult;

WHEREAS, the developer of Orchard Ranch is in support of this change in school district boundaries so that all students moving into the planned community would share the same school district; and

WHEREAS, it is currently understood and believed of both the Boise and Meridian School Districts that there are no children living in the portion of Orchard Ranch affected by the proposed change as of this date;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Independent School District of Boise City #1 propose to annex the area to be excised by Joint School District No. 2 within the planned community of Orchard Ranch, referenced in the Petition to alter the Boise and Meridian School Districts Boundary under I.C. § 33-308.

Dated this 23<sup>rd</sup> day of February, 2009.

APPROVED:

By: 

A.J. Balukoff, President, Board of Trustees  
Independent School District #1

ATTEST:

By: 

Karen Fox  
Clerk of the Board

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# **2009 Curricular Materials Recommendations**

## **Curricular Materials Adoption Process**



**THE IDAHO STATE DEPARTMENT OF EDUCATION  
TOM LUNA  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION**

## **INTRODUCTION**

The State Curricular Materials Selection Committee is pleased to submit the following materials for your consideration for adoption in the state of Idaho. 2009 *Session* called for reviewing curricular materials in the main subject areas of Health, Physical Education, Humanities and Drivers Education. Interim materials include Mathematics, Evidence Based Mathematics and Professional Technical Education. Annual materials include Computer Applications and Limited English Proficiency.

Several of these materials have accompanying electronic instructional media. Others are deliverable via CD-ROM or the Internet.

The Curricular Materials Selection Committee considers their work an important contribution to the educational process in Idaho. This Committee reflects the diversity of Idaho's population both geographically and philosophically. Occasionally the approval of a certain material is not a unanimous decision by the Committee.



## CURRICULAR MATERIALS ADOPTION PROCEDURES FOR THE STATE OF IDAHO

The Curricular Materials adoption process has its basis in Idaho Code (33-118, 333-118A). It is further defined in the Administrative Rules of the State Board of Education (SBOE), IDAPA 08.02.03, subsection 128.

**The Adoption Process in Idaho** provides for the continuous review and evaluation of new curricular materials. This process ensures that Idaho schools have quality products available to purchase at a guaranteed low price, and equal availability to all Idaho school districts. These materials are screened in order to eliminate any of inferior quality or undesirable content. This process maintains local control in the choice of instruction materials by providing a multiple list of approved materials. The adoption process also provides, through a contract with each publisher, a contract price that is good for the length of the adoption cycle. This ensures quality for each school district and allows for the best materials at the lowest possible price for Idaho's schools.

Idaho adopts materials in the areas of reading, research based reading, literature, drivers education, science, health, handwriting, mathematics, business education, career education, counseling, social studies, English, applied English, spelling, dictionary, thesaurus, speech, journalism, world, languages, art, drama, music, healthy life styles, professional technical education, business computer applications (adopted annually), and limited English proficiency (adopted annually).

Materials are adopted in Idaho on a six-year rotating schedule. Publishers have an additional one year following the main adoption year to submit new copyrights for a particular content area, allowing each of the content area submissions a total of two years. The intent of the adoption process is to generally approve all materials meeting the established criteria and to reject those items that are considered unsuitable for use in their designated subject area.

Schools are required to select curricular materials from the state approved-adoption listings. Deviation points are subtracted from the school's accreditation report if this is not followed. Materials that serve as supplements to the core curricular materials do not have to be selected from the adoption listings.

Schools may submit a waiver to the Executive Secretary of the Committee requesting to use materials that do not appear on the Approved Listings. Local school boards must approve this request prior to sending it to the Executive Secretary of the Committee. Requests are generally granted for new copyrights not currently under adoption, or materials not submitted to the Selection Committee for consideration. No requests are granted for any materials denied by the Selection Committee or for old copyrights.

### **Curricular Materials Adoption Procedures (continued)**

There are advantages to adopting curricular materials at the state level:

- Contract prices are adhered to for six years, which saves money for the schools.
- Publishers are required to lower the price to Idaho if they lower it to any other state after the contract has been signed.
- Most textbook publishers maintain inventory at the state depository, Caxton Printers, which reduces delivery time and shipping costs.
- Contracts help ensure adopted materials will be available for the life of the contract (6 years).
- Materials are screened for quality, organization, vocabulary and graphic presentation. Textbooks publishers must submit Manufacturing Standards and Specifications for Textbooks (MSST) standards compliance form for each title.
- Materials are screened for fair representation on such issues as environment and industry.
- Instructional materials are screened and thoroughly reviewed by subject area experts to ensure that essential elements are covered.
- Any materials reflecting adversely upon individuals or groups due to race, ethnicity, class, gender, or religion are not approved.
- Small school districts are guaranteed of getting the same textbooks and complementary materials as larger school systems.

**Curricular materials** in Idaho are defined as textbooks and instructional media including software, audio/visual media and Internet resources (Idaho Code 33-118A). Idaho is a multiple adoption state and adopts a number of materials in a designated subject area from a variety of publishing companies. This is consistent with the belief that a variety of materials has value and usefulness to the schools.

**The Curricular Materials Selection Committee**, which is appointed by the SBOE, has the responsibility of overseeing the adoption process for the state. The Executive Secretary to this Committee is an employee of the State Department of Education (SDE).

**The membership** on the 19-member Selection Committee consists of:

- one representative from each of the state's four colleges of education
- one secondary administrator
- one elementary administrator
- two secondary teachers
- two elementary teachers
- one district school board member
- one representative from private/parochial schools
- three parent representatives
- one member who is not a public school educator nor trustee
- one content area specialist from the SDE
- one representative from the Division of Professional-Technical Education.
- the Executive Secretary

### Curricular Materials Adoption Procedures (continued)

All members are appointed by the SBOE for a five-year term with the exception of the SDE content coordinator and the representative from Professional-Technical Education who serve for one year. Current Committee members are listed in this publication.

The Committee, assisted by health, physical education, humanities, drivers education, math, limited English proficiency, and professional technical education specialists from throughout the state, met for one week in June to review and correlate all materials to the Content Standards, NCTM guidelines, evidence based guidelines and specific course requirements. The Committee votes on the materials and those recommended are forwarded to the SBOE for official adoption for Idaho Schools. All meetings of the Committee are open to the public.

Following formal adoption (August 2009), contracts are mailed to the publishing companies (August 2009). After the return of signed contracts, the listing of newly adopted materials is published by December 1, 2009 in the annual Adoption Guide found on the Internet at [http://www.sde.idaho.gov/site/curricular\\_materials/adoption\\_guide.htm](http://www.sde.idaho.gov/site/curricular_materials/adoption_guide.htm).

A state curriculum library is maintained at the SDE as required by Idaho Code 118A. Adopted materials are housed in this library and available to the public. In addition, seven (7) Regional Centers maintain libraries of adopted materials that are available to the public as well as college students and local schools. The Regional Centers are located as follows:

N.L. Terteling Library  
Albertson College of Idaho  
Caldwell, Idaho

Curriculum Library  
Lewis-Clark State College  
Lewiston, Idaho

Albertson Library  
Boise State University  
Boise, Idaho

Riley Library  
Northwest Nazarene University  
Nampa, Idaho

David O. McKay Library  
Brigham Young University-Idaho  
Rexburg, Idaho

Instructional Materials Technology Ctr  
University of Idaho  
Moscow, Idaho

Instructional Materials Center  
Idaho State University  
Pocatello, Idaho

Citizens of Idaho may request the Committee to reconsider any material under adoption. A form titled *Textbook Adoption Process: Request for Reconsideration of Materials* is available from the SDE. The Committee considers all requests and maintains the right to either recommend continued adoption or removal of materials from the adopted list.



**Idaho**  
**STATE CURRICULAR MATERIALS SELECTION COMMITTEE**  
**COMMITTEE MEMBERS LIST AS OF JUNE, 2009**

<p>Sally Harris State Div. of Prof-Tech Education PO Box 83720 Boise ID 83720-0095</p>	<p>Pat Stewart Health Education Director State Department of Education PO Box 83720 Boise ID 83720-0027</p>	<p>Patty Silvers Trustee Murtaugh Joint School Dist. 418 PO Box 117 Murtaugh, ID 83344</p>
<p>Judith Walling Elementary Teacher Eagle Middle School 1000 W Floating Feather Eagle ID 83616</p>	<p>Dr. Bruce Roberts, Asst Supt. Bonnevile School Dist. 3497 North Ammon Road Idaho Falls, ID 83401-1301</p>	<p>Stacey Jensen Elementary Teacher Edahow Elementary School 2020 Pocatello Creek Road Pocatello, ID 83201</p>
<p>Rodney McConnell College of Education, ED 405B University of Idaho Moscow ID 83844</p>	<p>Janice Burkholder Parent Representative Boise State University 1910 University Drive Boise, ID 83725</p>	<p>Darlene Matson Dyer Secondary Teacher Wood River High School 950 Fox Acres Road Hailey, ID 83333.</p>
<p>Susan Day Scherz, Ed.D., Idaho State University Dept. of Educational Leadership 921 South 8th Avenue, Stop 8059 Pocatello, ID 83209-8059</p>	<p>Chris Lyon Holy Family Catholic School 3005 W. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>Vicki Scaggs Secondary Teacher Vallivue High School 1407 Homedale Road Caldwell, ID 83607</p>
<p>Margaret Chase Boise Sate University 1910 University Drive #502 College of Education, MS1745 Boise, ID 83725</p>	<p>Val Fenske, Executive Secretary Curriculum &amp; Technology Ctr. 650 West State Street, B-25 Boise, ID 83702</p>	<p>Linda Lofaro Coursey Lewis-Clark State College Division of Education 500 E 8th Ave. Lewiston, ID 83501</p>

# 2009 Curricular Materials Health, Physical Education, Humanities and Drivers Education Recommendations

## Curricular Materials Recommendations - Regular Adoptions

It was moved by Rodney McConnell, seconded by Chris Lyon, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Regular Adoption* of Health, Physical Education, Humanities and Drivers Education materials and their accompanying manuals, guides, keys, and where indicated, instructional software, be recommended by the Idaho State Curricular Materials Selection Committee to the Idaho State Board of Education for adoption and use in the public schools of Idaho in accordance with the policies and regulations of the Idaho State Board of Education.

## Curricular Materials Recommendations – Annual Adoptions

It was moved by Darlene Dyer, seconded by Susan Scherz, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Annual Adoption* of Computer Applications, Limited English Proficiency (LEP) materials and their accompanying manuals, guides, keys, and where indicated, instructional software, be recommended by the Idaho State Curricular Materials Selection Committee to the Idaho State Board of Education for adoption and use in the public schools of Idaho in accordance with the policies and regulations of the Idaho State Board of Education.

## Curricular Materials Recommendations - Interim Adoptions

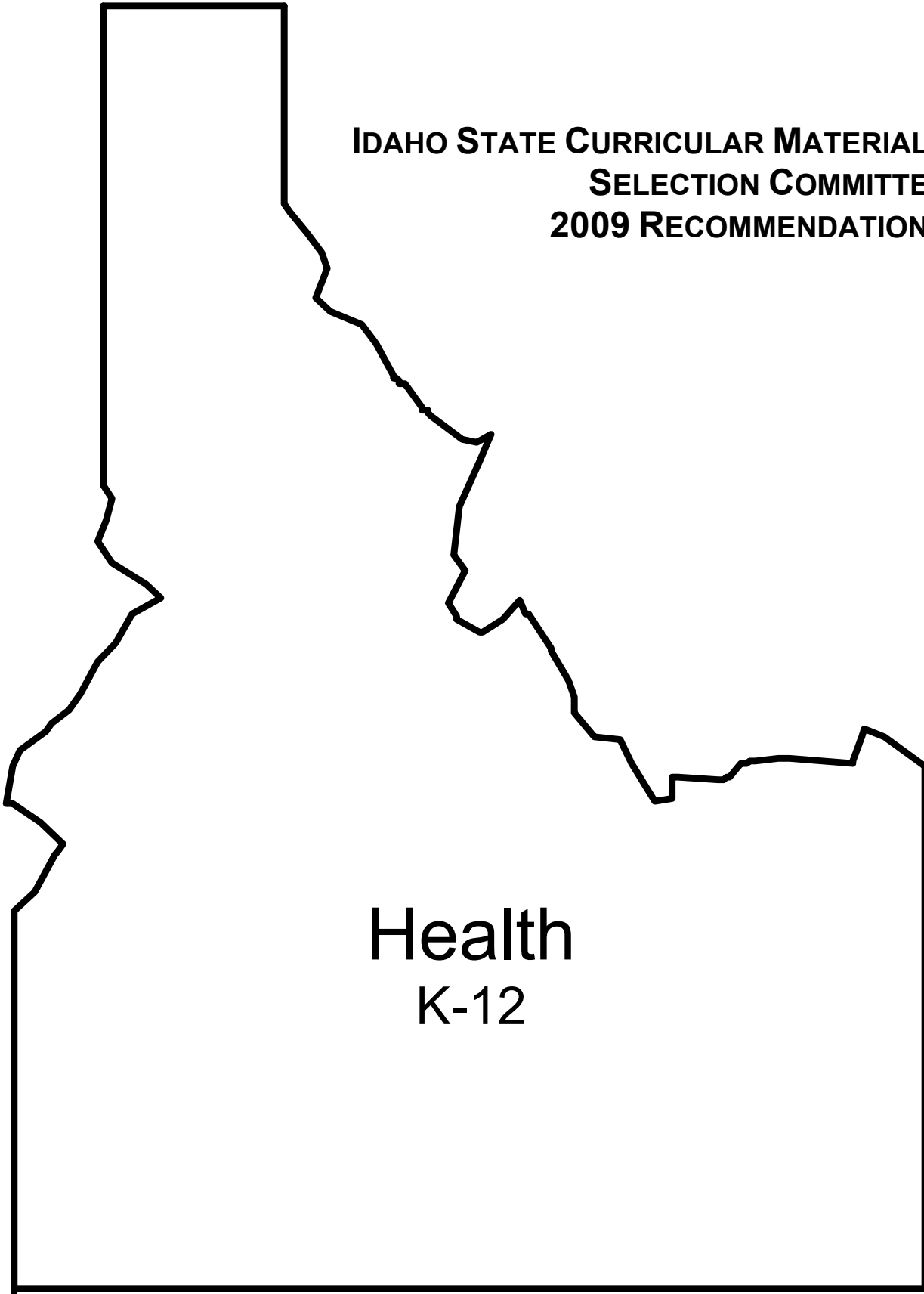
It was moved by Stacey Jensen, seconded by Margaret Chase, and carried that the curricular materials listed and marked as approved in the Subject Area Review Books for the *Interim Adoption* of Mathematics and Professional Technical Education materials and their accompanying manuals, guides, keys, and where indicated, instructional software, be recommended by the Idaho State Curricular Materials Selection Committee to the Idaho State Board of Education for adoption and use in the public schools of Idaho in accordance with the policies and regulations of the Idaho State Board of Education.

## Adjournment

Motion for adjournment was made by Patty Silvers, seconded by Unanimous Vote, and carried to adjourn the meeting on June 19, 2009.

Respectfully submitted,  
Val Fenske  
Executive Secretary

**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
2009 RECOMMENDATIONS**



**Health  
K-12**

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
The Children's Health Mkt	<b>The Great Body Shop Replacement Student Issues Grade PreK</b>	Editorial Staff	2009	Pre-K	9781606380963	Highly Recommended	
	Notes: Correlates 91% to current kindergarten health standards and 65% to national health standards. Key Features:						
	The Great Body Shop Kit Grade PreK						9781606381007
	<b>The Great Body Shop Student Issues Grade K</b>	Editorial Staff	2009	K	9781606380284	Highly Recommended 99%	
	Notes: Correlates 94% to national health standards. Key Features:						
	The Great Body Shop Teacher's Edition Grade K						9781606380420
	<b>The Great Body Shop Student Issues Grade 1</b>	Editorial Staff	2009	1	9781606380291	Highly Recommended 88%	
	Notes: Correlates 100% to national health standards. Key Features:						
	The Great Body Shop Teacher's Edition Grade 1						9781606380437
	<b>The Great Body Shop Student Issues Grade 2</b>	Editorial Staff	2009	2	9781606380307	Highly Recommended 87%	
	Notes: Correlates 100% to national health standards. Key Features:						
	The Great Body Shop Teacher's Edition Grade 2						9781606380444
	<b>The Great Body Shop Student Issues Grade 3</b>	Editorial Staff	2009	3	9781606380314	Highly Recommended 96%	
	Notes: Correlates 100% to national health standards. Key Features:						
	The Great Body Shop Teacher's Edition Grade 3						9781606380451
	<b>The Great Body Shop Student Issues Grade 4</b>	Editorial Staff	2009	4	9781606380321	Highly Recommended 100%	
	Notes: Correlates 100% to national health standards. Key Features:						
	The Great Body Shop Teacher's Edition Grade 4						9781606380468
<b>The Great Body Shop Student Issues Grade 5</b>	Editorial Staff	2009	5	9781606380338	Highly Recommended 100%		
Notes: Correlates 100% to national health standards. Key Features:							
The Great Body Shop Teacher's Edition Grade5						9781606380475	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers (HMHSP)	<b>HARCOURT HEALTH AND FITNESS PRE-KINDERGARTEN Program</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>PreK</b>	<b>9780153411724</b>	<b>Highly Recommended</b>	
	<p>Notes: Correlates 80% to current kindergarten health standards and 63% to national health standards.</p> <p>Key Features: A complete, sequential health and fitness program for students. The program was constructed by using content standards for Health and Physical Education and several national documents that have influenced the development of state and local guidelines. These include the National Health Education standards, the revised Health Framework for California Public Schools, Healthy People 2010, and risk factors defined by the Centers for Disease Control. The foundation of Harcourt's program lies in current, accurate healthand medical information coupled with health skills. Recognizing that the development of knowledge and skills alone is not enough to limit behaviors that put students at risk. Emphasizes character development and promotes physical activity.</p>						
	Lit Big Book: But Not Like Mine						9780153024634
	Lit Big Book: I Read Signs						9780153264689
	Hound Puppet						9780153373640
	Lit Little Book: See What I Can Do!						9780153387739
	Lit Little Book: A Family Is Special						9780153387746
	Fold Out Book: The Dentist						9780153387753
	Fold Out Book: The Doctor						9780153387760
	Fold Out Book: The Morning						9780153387777
	Teacher Guide						9780153411694
	Activity Book (3 Pkgs of 5)						9780153411717
	Poster Pack (four 2 sided posters)						9780153414756
		<b>HARCOURT HEALTH AND FITNESS Kindergarten Program</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>K</b>		<b>9780153553165</b>
<p>Notes: Correlates 76% to national health standards.</p> <p>Key Features: A complete, sequential health and fitness program for students. The program was constructed by using content standards for Health and Physical Education and several national documents that have influenced the development of state and local guidelines. These include the National Health Education standards, the revised Health Framework for California Public Schools, Healthy People 2010, and risk factors defined by the Centers for Disease Control. The foundation of Harcourt's program lies in current, accurate healthand medical information coupled with health skills. Recognizing that the development of knowledge and skills alone is not enough to limit behaviors that put students at risk. Emphasizes character development and promotes physical activity.</p>							
Student Edition Big Book					9780153551659		
Teacher Edition					9780153551284		
Activity Book					9780153551369		
Teaching Resources					9780153551512		
Teaching Transparencies					9780153551581		
All-in-One Planning, CD-ROM					9780153566288		
Interactive Teaching Transparencies CD-ROM				k-6	9780153566356		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Houghton Mifflin Harcourt School Publishers (HMHSP)	<b>HARCOURT HEALTH AND FITNESS Student Edition</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>1</b>	<b>9780153551222</b>	<b>Highly Recommended 100%</b>	
	Notes: Correlates 86% to national health standards. Key Features:						
	Student Edition Big Book						9780153551666
	Teacher Edition						9780153551291
	Activity Book						9780153551376
	Assessment Guide						9780153551451
	Teaching Resources						9780153551529
	Teaching Transparencies						9780153551598
	Resources for Spanish Speakers						9780153411809
	Poster						9780153551680
	All-in-One Planning. CD-ROM						9780153566295
	<b>HARCOURT HEALTH AND FITNESS Student Edition</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>2</b>	<b>9780153551239</b>		<b>Highly Recommended 100%</b>
	Notes: Correlates 86% to national health standards. Key Features:						
Student Edition Big Book					9780153551673		
Teacher Edition					9780153551314		
Activity Book					9780153551390		
Assessment Guide					9780153551468		
Teaching Resources					9780153551536		
Teaching Transparencies					9780153551604		
Resources for Spanish Speakers					9780153411816		
Posters					9780153551697		
All-in-One Planning. CD-ROM					9780153566301		
<b>HARCOURT HEALTH AND FITNESS Student Edition</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>3</b>	<b>9780153551246</b>	<b>Highly Recommended 98%</b>		
Notes: Correlates 90% to national health standards. Key Features:							
Teacher Edition						9780153551321	
Activity Book						9780153551413	
Assessment Guide						9780153551475	
Teaching Resources						9780153551543	
Teaching Transparencies						9780153551611	
Resources for Spanish Speakers						9780153411823	
Posters						9780153551703	
All-in-One Planning, CD-ROM						9780153566318	

STATE DEPARTMENT OF EDUCATION  
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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*		
<b>Houghton Mifflin Harcourt School Publishers (HMHSP)</b>	<b>HARCOURT HEALTH AND FITNESS Student Edition</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>4</b>	<b>9780153551253</b>	<b>Highly Recommended 95%</b>		
	Notes: Correlates 90% to national health standards. Key Features:							
	Teacher Edition						9780153551338	
	Activity Book						9780153551420	
	Assessment Guide						9780153551482	
	Teaching Resources						9780153551550	
	Teaching Transparencies						9780153551628	
	Resources for Spanish Speakers						9780153411830	
	Posters						9780153551710	
	All-in-One Planning, CD-ROM						9780153566325	
	Growth and Development						4-5 9780153570384	
	<b>HARCOURT HEALTH AND FITNESS Student Edition</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>5</b>	<b>9780153551260</b>		<b>Highly Recommended % 100%</b>	
	Notes: Correlates 91% to national health standards. Key Features:							
	Teacher Edition							9780153551345
Activity Book					9780153551437			
Assessment Guide					9780153551499			
Teaching Resources					9780153551567			
Teaching Transparencies					9780153551635			
Resources for Spanish Speakers					9780153411847			
Posters					9780153551727			
All-in-One Planning, CD-ROM					9780153566332			
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Health and Wellness Learning System (25 students)</b>	<b>Meeks/Heit</b>	<b>2008</b>	<b>K</b>	<b>9780022851033</b>	<b>Highly Recommended 85%</b>		
	Notes: Correlates 100% to national health standards. Key Features:							
	Teacher's Edition			2008	K			9780022849610
	Big Ideas Big Book			2008	K			9780022850463
	Life Skills Book (Big Book)			2005	K		9780022814816	
	Health Masters with Assessment			2008	K		9780022850074	
	Frog Puppet			2004	K		9780021045211	
	Elephant Puppet			2003	K		9780021909926	
	School to Home Connection			2008	K		9780022850319	
	ELL Activity Guide			2008	K		9780022850388	

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AUGUST 20-21, 2009

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Health and Wellness Learning System (Continued)</b>			<b>K</b>			
	TeacherWorks		2005	K	9780022814373		
	Transparency Book (Alternate Format)		2008	K-2	9780022850197		
	Health Songs		2005	K-2	9780022814472		
	Posters		2008	K-2	9780022850289		
	Projectables (Alternate Format)		2005	K-6	9780022831158		
	Curriculum Guide		2005	K-6	9780022815295		
	<b>Macmillan/McGraw-Hill Health and Wellness Learning System (25 students)</b>	<b>Meeks/Heit</b>	<b>2008</b>	<b>1</b>	<b>9780022851040</b>	<b>Highly Recommended 92%</b>	
	Notes: Correlates 100% to national health standards.						
	Key Features:						
	Teacher's Edition		2008	1	9780022849627		
	Big Ideas Big Book		2008	1	9780022850470		
	Life Skills Book (Big Book)		2005	1	9780022814823		
	Health Masters with Assessment		2008	1	9780022850081		
	Content Readers Deluxe Package (10 each of 10 titles)		2008	1	9780022851071		
	Content Readers Library (1 each of 10 titles)		2008	1	9780022851064		
	School to Home Connection Blackline Masters		2008	1	9780022850326		
	Clipboard Activities		2008	1	9780022850227		
	ELL Activity Guide		2008	1	9780022850395		
	Student Edition on Audio CD		2005	1	9780022828998		
	TeacherWorks		2005	1	9780022814380		
	Transparency Book (Alternate Format)		2008	K-2	9780022850197		
	Health Songs		2005	K-2	9780022814472		
	Posters		2008	K-2	9780022850289		
	Projectables (Alternate Format)		2005	K-6	9780022831158		
	Curriculum Guide		2005	K-6	9780022815295		
	<b>Macmillan/McGraw-Hill Health and Wellness Learning System (25 students)</b>	<b>Meeks/Heit</b>	<b>2008</b>	<b>2</b>	<b>9780022851057</b>	<b>Highly Recommended 88%</b>	
	Notes: Correlates 100% to national health standards.						
Key Features:							
Teacher's Edition				9780022849634			
Big Ideas Book (Big Book)				9780022850487			
Life Skills Book (Big Book)				9780022814830			
Health Masters with Assessment				9780022850098			
Content Readers Deluxe Package (10 each of 10 titles)				9780022851095			
Content Readers Library (1 each of 10 titles)				9780022851088			
School to Home Connection Blackline Masters				9780022850333			



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<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Health and Wellness Learning System (Continued)</b>			<b>2</b>			
	Clipboard Activities			2	9780022850234		
	ELL Activity Guide			2	9780022850418		
	TeacherWorks		2005	2	9780022814397		
	Student Edition on Audio CD		2005	2	9780022829001		
	Transparency Book (Alternate Format)		2008	K-2	9780022850197		
	Health Songs		2005	K-2	9780022814472		
	Posters		2008	K-2	9780022850289		
	Projectables (Alternate Format)		2005	K-6	9780022831158		
	Curriculum Guide		2005	K-6	9780022815295		
	<b>Macmillan/McGraw-Hill Health and Wellness Pupil Edition</b>		<b>Meeks/Heit</b>	<b>2008</b>	<b>3</b>	<b>9780022849641</b>	<b>Highly Recommended 92%</b>
	Notes: Correlates 100% to national health standards. Key Features: Provides a complete curriculum for Grades K–6 health classes. The content is matched and correlated to state and national standards and has pedagogically appropriate lesson material to motivate both students and teachers. Is organized into 10 content strands in which young people need to gain health knowledge, learn and practice life skills, and set and work to achieve health goals. Introduces key concepts and builds upon prior knowledge in all grades, Kindergarten through Grade 6, with developmentally appropriate instruction and practice provided through activities at each grade. Topics are introduced at age-appropriate depth that sequentially builds students' knowledge and skills.						
	Teacher's Edition		2008	3	9780022849658		
	Teacher's Resource Package		2008	3	9780022851118		
	Health Masters		2008	3	9780022850111		
	Assessment Book		2008	3	9780022850159		
	Transparency Book (Alternate Format)		2008	3-5	9780022850210		
	School to Home Connection Blackline Masters		2008	3	9780022850340		
	Clipboard Activities		2008	3	9780022850241		
	ELL Activity Guide		2008	3	9780022850425		
	Student Edition on Audio CD		2005	3	9780022829018		
	TeacherWorks		2005	3	9780022814410		
	ExamView Assessment Suite CD-ROM (Grades 3-6)		2008	3-6	9780022881450		
	Health Workout Songs		2005	3-6	9780022821579		
	Posters		2008	3-5	9780022850296		
	Projectables (Alternate Format)		2005	K-6	9780022831158		
	Curriculum Guide		2005	K-6	9780022815295		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*		
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Health and Wellness Pupil Edition</b>	<b>Meeks/Heit</b>	<b>2008</b>	<b>4</b>	<b>9780022849665</b>	<b>Highly Recommended 96%</b>		
	Notes: Correlates 97% to national health standards. Key Features:							
	Teacher's Edition		2008	4	9780022849672			
	Teacher's Resource Package		2008	4	9780022851125			
	Health Masters		2008	4	9780022850128			
	Assessment Book		2008	4	9780022850166			
	Transparency Book (Alternate Format)		2008	3-5	9780022850210			
	School to Home Connection Blackline Masters		2008	4	9780022850357			
	Clipboard Activities		2008	4	9780022850258			
	ELL Activity Guide		2008	4	9780022850432			
	Student Edition on Audio CD		2005	4	9780022829025			
	TeacherWorks		2005	4	9780022814427			
	ExamView Assessment Suite CD-ROM (Grades 3-6)		2008	3-6	9780022881450			
	Health Workout Songs		2005	3-6	9780022821579			
	Posters		2008	3-5	9780022850296			
	Projectables (Alternate Format)		2005	K-6	9780022831158			
	Your Body Book		2005	4-6	9780022814847			
	Your Body Book Teachers Guide		2005	4-6	9780022814861			
	All About Boys Video		2005	4-6	9780022814281			
	All About Girls Video		2005	4-6	9780022814298			
	Curriculum Guide		2005	K-6	9780022815295			
	<b>Macmillan/McGraw-Hill Health and Wellness Pupil Edition</b>	<b>Meeks/Heit</b>	<b>2008</b>	<b>5</b>	<b>9780022849689</b>		<b>Highly Recommended 100%</b>	
	Notes: Correlates 97% to national health standards. Key Features:							
	Teacher's Edition		2008	5	9780022849696			
	Teacher's Resource Package		2008	5	9780022851132			
	Health Masters		2008	5	9780022850135			
	Assessment Book		2008	5	9780022850173			
Transparency Book (Alternate Format)		2008	3-5	9780022850210				
School to Home Connection Blackline Masters		2008	5	9780022850364				
Clipboard Activities		2008	5	9780022850265				
ELL Activity Guide		2008	5	9780022850449				
Student Edition on Audio CD		2005	5	9780022829032				
TeacherWorks		2005	5	9780022814434				
ExamView Assessment Suite CD-ROM (Grades 3-6)		2008	3-6	9780022881450				
Health Workout Songs		2005	3-6	9780022821579				
Posters		2008	3-5	9780022850296				

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**Health**  
**Grades K -5**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Health and Wellness (Continued)</b>			<b>5</b>		
	Projectables (Alternate Format)	2005	K-6	9780022831158		
	Your Body Book	2005	4-6	9780022814847		
	Your Body Book Teachers Guide	2005	4-6	9780022814861		
	All About Boys Video	2005	4-6	9780022814281		
	All About Girls Video	2005	4-6	9780022814298		
	Curriculum Guide	2005	K-6	9780022815295		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Glencoe/ McGraw-Hill</b>	<b>Glencoe Teen Health Course1</b>	<b>Bronson</b>	<b>2009</b>	<b>6</b>	<b>9780078774058</b>	<b>Highly Recommended 100%</b>	
	Notes: Correlates 100% to national health standards. Key Features:						
	StudentWorks™ Plus DVD						9780078774799
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078774065
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078774782
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078774867
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078774805
	<b>Glencoe Teen Health Course2</b>	<b>Bronson</b>	<b>2009</b>	<b>7</b>	<b>9780078774256</b>	<b>Highly Recommended 100%</b>	
	Notes: Correlates 100% to national health standards. Key Features:						
	StudentWorks™ Plus DVD						9780078774898
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						
	<b>Glencoe Teen Health Course3</b>	<b>Bronson</b>	<b>2009</b>	<b>8</b>	<b>9780078774492</b>	<b>Highly Recommended 100%</b>	
	Notes: Correlates 100% to national health standards. Key Features:						
	StudentWorks™ Plus DVD						9780078774997
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078774508
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078774980
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078775062
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078775000
<b>Health and Wellness Grade 7</b>	<b>Meeks, Heit</b>	<b>2005</b>	<b>7</b>	<b>9780022806156</b>	<b>100%</b>		
Notes: Correlates 95% to national health standards. Key Features:							
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780022803889	
TeacherWorks CD-ROM (Free 1:50 Student Editions Purchased)						9780022814458	
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780022823375	
Test Generator (Free 1:50 Student Editions Purchased)						9780022814359	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>Health and Wellness Grade 8</b>	<b>Meeks, Heit</b>	<b>2005</b>	<b>8</b>	<b>9780022806163</b>	<b>100%</b>	
	Notes: Correlates 97% to national health standards. Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780022803896
	TeacherWorks CD-ROM (Free 1:50 Student Editions Purchased)						9780022814465
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780022823382
	Test Generator (Free 1:50 Student Editions Purchased)						9780022814366
	<b>Foundations of Personal Fitness</b>	<b>Rainey</b>	<b>2005</b>	<b>8 (8-12)</b>	<b>9780078451270</b>	<b>R Grade 8 = 54% Grade 9-12= 37%</b>	
	Notes: "Resource Only". National Standards correlations for grade 8 = 60% grade 9-12 = 11%. Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078451287
	TeacherWorks CD-ROM (Free 1:50 Student Editions Purchased)						9780078692031
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078466182		
Houghton Mifflin Harcourt School Publishers	<b>Harcourt Health And Fitness Student Edition</b>	<b>Bunting, et.al</b>	<b>2007</b>	<b>6</b>	<b>9780153551277</b>	<b>100%</b>	
	Notes: Correlates 86% to national health standards. Key Features:						
	Teacher Edition						9780153551352
	Activity Book						9780153551444
	Assessment Guide						9780153551505
	Teaching Resources						9780153551574
	Teaching Transparencies						9780153551642
	Resources for Spanish Speakers						9780153411854
	Posters						9780153551734
	All-in-One Planning, CD-ROM						9780153566349
Holt McDougal	<b>Decisions for Health, Level Green, Student Edition</b>	<b>Holt McDougal</b>	<b>2009</b>	<b>6-8</b>	<b>9780030961564</b>	<b>Grade 6 = 84% Grade 7-8= 86%</b>	
	Notes: Correlates 78% to national health standards. Key Features:						
	Decisions for Health, Level Green, Interactive Online Edition (1 year subscription)						9780030999727
	Decisions for Health, Level Green, Interactive Online Edition (contract length subscription)						9780030999758
	Decisions for Health, Level Green, Interactive Online Edition with Student One Stop™ CD-ROM (contract length subscription)						9780030999789
	Decisions for Health, Level Green, Student One Stop™ CD-ROM						9780030999666
	Decisions for Health, Level Green, Student One Stop™ CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)						9780030999697

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Holt McDougal</b>	<b>Decisions for Health, Level Green (Continued)</b>			<b>6-8</b>			
	Decisions for Health, Level Green, Teacher's Edition					9780030961595	
	Decisions for Health, Level Green, Chapter Resources					9780030999871	
	Decisions for Health, Level Green, Decision-Making and Refusal Skills Workbook					9780030999987	
	Decisions for Health, Level Green, Study Guide					9780030999932	
	Decisions for Health, Level Green, Teaching Transparencies					9780554000404	
	Decisions for Health, Level Green, Assessments, Spanish					9780554000060	
	Decisions for Health, Level Green, Student Edition, Spanish					9780554000824	
	Decisions for Health, Level Green, Study Guide, Spanish					9780554001265	
	Decisions for Health, Level Green, Guided Reading Audio Program, Spanish					9780554000879	
	Decisions for Health, Level Green, Guided Reading Audio Program					9780554000411	
	Decisions for Health, Level Green, Teacher's One-Stop Planner® DVD					9780030999819	
	Decisions for Health, Level Green, Video Health DVD					9780554005898	
	Decisions for Health, Health Posters (for use with all 3 levels)					9780554007786	
	Decisions for Health, Building Character Workbook (for use with all 3 levels)					9780030788345	
	Decisions for Health, Math and Writing Workbook (for use with all 3 levels)					9780554002064	
	Decisions for Health, Math and Writing Workbook Answer Key (for use with all 3 levels)					9780554000077	
	Decisions for Health, Risks of Sexual Activity, Student Edition					9780554000084	
	Decisions for Health, Risks of Sexual Activity, Spanish Student Edition					9780554002019	
	Decisions for Health, Risks of Sexual Activity, Teacher's Edition					9780554000480	
	Decisions for Health, Risks of Sexual Activity, Resource File					9780554001678	
	Holt Science Skills Workshop: Reading in the Content Area Student Edition (for use with all 3 levels)					9780030644245	
	Holt Science Skills Workshop: Reading in the Content Area Teacher's Edition (for use with all 3 levels)					9780030644238	
	Exploring Food and Fitness Choices Interactive CD-ROM (for use with all 3 levels)					9780030787942	
		<b>Decisions for Health, Level Red, Student Edition</b>	<b>Holt McDougal</b>	<b>2009</b>	<b>6-8</b>	<b>9780030961571</b>	<b>Grade 6 = 96%</b> <b>Grade 7-8= 90%</b>
	Notes: Correlates 89% to national health standards. Key Features:						
Decisions for Health, Level Red, Interactive Online Edition (1 year subscription)					9780030999734		
Decisions for Health, Level Red, Interactive Online Edition (contract length subscription)					9780030999765		
Decisions for Health, Level Red, Interactive Online Edition with Student One Stop™ CD-ROM (contract length subscription)					9780030999796		
Decisions for Health, Level Red, Student One Stop™ CD-ROM					9780030999673		
Decisions for Health, Level Red, Student One Stop™ CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)					9780030999703		
Decisions for Health, Level Red, Teacher's Edition					9780030961601		
Decisions for Health, Level Red, Chapter Resources					9780030999888		
Decisions for Health, Level Red, Decision-Making and Refusal Skills Workbook					9780030999994		
Decisions for Health, Level Red, Study Guide					9780030999949		
Decisions for Health, Level Red, Teaching Transparencies					9780554000800		
Decisions for Health, Level Red, Assessments, Spanish					9780554000466		
Decisions for Health, Level Red, Student Edition, Spanish					9780554000428		
Decisions for Health, Level Red, Study Guide, Spanish					9780554001661		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Holt McDougal	<b>Decisions for Health, Level Red (Continued)</b>			<b>6-8</b>			
	Decisions for Health, Level Red, Guided Reading Audio Program, Spanish				9780554001272		
	Decisions for Health, Level Red, Guided Reading Audio Program				9780554000817		
	Decisions for Health, Level Red, Teacher's One-Stop Planner® DVD				9780030999826		
	Decisions for Health, Level Red, Video Health DVD				9780554006291		
	Decisions for Health, Health Posters (for use with all 3 levels)				9780554007786		
	Decisions for Health, Building Character Workbook (for use with all 3 levels)				9780030788345		
	Decisions for Health, Math and Writing Workbook (for use with all 3 levels)				9780554002064		
	Decisions for Health, Math and Writing Workbook Answer Key (for use with all 3 levels)				9780554000077		
	Decisions for Health, Risks of Sexual Activity, Student Edition				9780554000084		
	Decisions for Health, Risks of Sexual Activity, Spanish Student Edition				9780554002019		
	Decisions for Health, Risks of Sexual Activity, Teacher's Edition				9780554000480		
	Decisions for Health, Risks of Sexual Activity, Resource File				9780554001678		
	Holt Science Skills Workshop: Reading in the Content Area Student Edition (for use with all 3 levels)				9780030644245		
	Holt Science Skills Workshop: Reading in the Content Area Teacher's Edition (for use with all 3 levels)				9780030644238		
	Exploring Food and Fitness Choices Interactive CD-ROM (for use with all 3 levels)				9780030787942		
		<b>Decisions for Health, Level Blue, Student Edition</b>	<b>Holt McDougal</b>	<b>2009</b>	<b>6-8</b>		<b>9780030961588</b>
	Notes: Correlates 86% to national health standards.						
	Key Features:						
	Decisions for Health, Level Blue, Interactive Online Edition (1 year subscription)				9780030999741		
	Decisions for Health, Level Blue, Interactive Online Edition (contract length subscription)				9780030999772		
Decisions for Health, Level Blue, Interactive Online Edition with Student One Stop™ CD-ROM (contract length subscription)				9780030999802			
Decisions for Health, Level Blue, Student One Stop™ CD-ROM				9780030999680			
Decisions for Health, Level Blue, Student One Stop™ CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)				9780030999710			
Decisions for Health, Level Blue, Teacher's Edition				9780030961618			
Decisions for Health, Level Blue, Chapter Resources				9780030999895			
Decisions for Health, Level Blue, Decision-Making and Refusal Skills Workbook				9780554000008			
Decisions for Health, Level Blue, Study Guide				9780030999956			
Decisions for Health, Level Blue, Teaching Transparencies				9780554001203			
Decisions for Health, Level Blue, Assessments, Spanish				9780554002057			
Decisions for Health, Level Blue, Student Edition, Spanish				9780554000022			
Decisions for Health, Level Blue, Study Guide, Spanish				9780554000862			
Decisions for Health, Level Blue, Guided Reading Audio Program, Spanish				9780554000473			
Decisions for Health, Level Blue, Guided Reading Audio Program				9780554001210			
Decisions for Health, Level Blue, Teacher's One-Stop Planner® DVD				9780030999833			
Decisions for Health, Level Blue, Video Health DVD				9780554001654			
Decisions for Health, Health Posters (for use with all 3 levels)				9780554007786			
Decisions for Health, Building Character Workbook (for use with all 3 levels)				9780030788345			
Decisions for Health, Math and Writing Workbook (for use with all 3 levels)				9780554002064			

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**Health  
Grades 6-8**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Holt McDougal</b>	<b>Decisions for Health, Level Blue (Continued)</b>			<b>6-8</b>		
	Decisions for Health, Math and Writing Workbook Answer Key (for use with all 3 levels)				9780554000077	
	Decisions for Health, Risks of Sexual Activity, Student Edition				9780554000084	
	Decisions for Health, Risks of Sexual Activity, Spanish Student Edition				9780554002019	
	Decisions for Health, Risks of Sexual Activity, Teacher's Edition				9780554000480	
	Decisions for Health, Risks of Sexual Activity, Resource File				9780554001678	
	Decisions for Health, Holt Science Skills Workshop: Reading in the Content Area Student Edition (for use with all 3 levels)				9780030644245	
	Decisions for Health, Holt Science Skills Workshop: Reading in the Content Area Teacher's Edition (for use with all 3 levels)				9780030644238	
Decisions for Health, Exploring Food and Fitness Choices Interactive CD-ROM (for use with all 3 levels)				9780030787942		
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Health and Wellness Pupil Edition</b>	<b>Meeks/Heit</b>	<b>2008</b>	<b>6</b>	<b>9780022849719</b>	<b>Highly Recommended 100%</b>
	Notes: Correlates 95% to national health standards. Key Features:					
	Teacher's Edition		2008	6	9780022849726	
	Teacher's Resource Package		2008	6	9780022851149	
	Health Masters		2008	6	9780022850142	
	Assessment Book		2008	6	9780022850180	
	Transparency Book (Alternate Format)		2008	6	9780022849559	
	School to Home Connection Blackline Masters		2008	6	9780022850371	
	Clipboard Activities		2008	6	9780022850272	
	ELL Activity Guide		2008	6	9780022850456	
	Student Edition on Audio CD		2005	6	9780022829049	
	TeacherWorks		2005	6	9780022814441	
	ExamView Assessment Suite CD-ROM (Grades 3-6)		2008	3-6	9780022881450	
	Health Workout Songs		2005	3-6	9780022821579	
	Projectables (Alternate Format)		2005	K-6	9780022831158	
	Your Body Book		2005	4-6	9780022814847	
	Your Body Book Teachers Guide		2005	4-6	9780022814861	
	All About Boys Video		2005	4-6	9780022814281	
All About Girls Video		2005	4-6	9780022814298		
Curriculum Guide		2005	K-6	9780022815295		
<b>RealityWorks Inc.</b>	<b>ySTART Program with the PreventPak Addiction Simulator</b>	<b>Realityworks, Inc.</b>	<b>2009</b>	<b>6-8</b>	<b>9780982330869</b>	<b>R Highly Recommended Grade 6 = 30% Grade 7-8= 34%</b>
	Notes: "Resource Only". Correlates 66% to national health standards. Key Features:					



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>Foundations of Personal Fitness</b>	<b>Rainey</b>	<b>2005</b>	<b>9-12</b> (8-12)	<b>9780078451270</b>	<b>R</b> <b>Grade 8 = 54%</b> <b>Grade 9-12= 37%</b>	
	Notes: Resource Only". Nathional health standards correlation to grade 8 = 60%, grade 9-12= 11% to national health standards. Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078451287
	TeacherWorks CD-ROM (Free 1:50 Student Editions Purchased)						9780078692031
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078466182	
	<b>Glencoe Health</b>	<b>Bronson</b>	<b>2009</b>	<b>9-12</b>	<b>9780078758768</b>	<b>Highly Recommended</b> <b>100%</b>	
	Notes: Correlates 94% to national health standards. Key Features:						
	StudentWorks™ Plus DVD						9780078881749
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078758775
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078881756
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078883675
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078881732
	Glencoe Health Human Sexuality Student Module						9780078883491
	Teacher Edition (Free 1:50 Student Editions Purchased)					9780078883613	
	<b>Health &amp; Wellness</b>	<b>Meeks, Heit</b>	<b>2008</b>	<b>9-12</b>	<b>9780078760266</b>	<b>Highly Recommended</b> <b>100%</b>	
	Notes: Correlates 94% to national health standards. Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078760273
TeacherWorks CD-ROM (Free 1:50 Student Editions Purchased)					9780078764080		
StudentWorks Plus CD-ROM					9780078764097		
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078778971		
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078764103		
<b>Health: Making Life Choices</b>	<b>Sizer-Webb</b>	<b>2010</b>	<b>9-12</b>	<b>9780078800436</b>	<b>Highly Recommended</b> <b>100%</b>		
Notes: Correlates 94% to national health standards. Key Features:							
Teacher Annotated Edition (Free 1:35 Student Editions Purchased)						9780078807350	
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078889769	
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078889783	

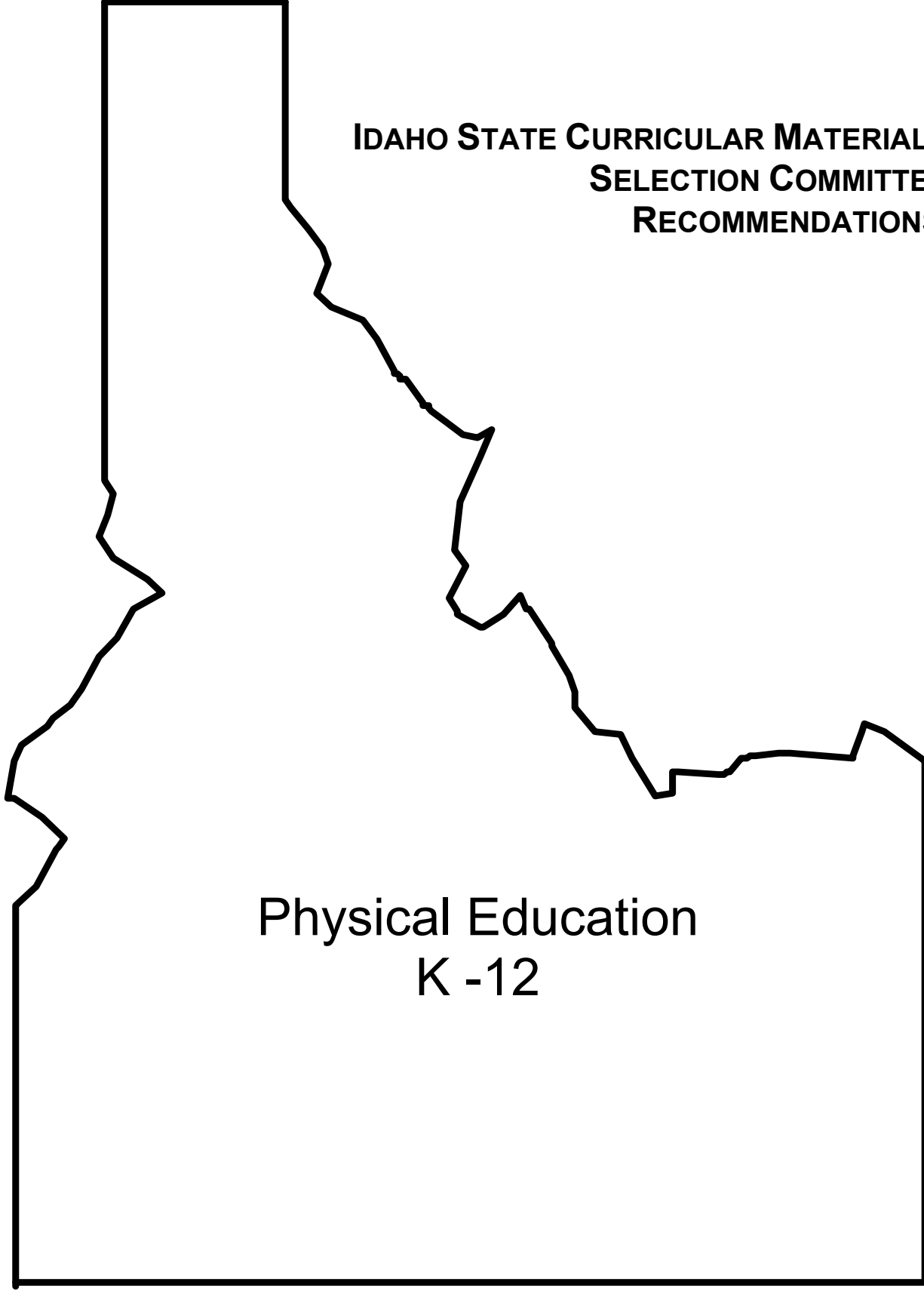
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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Holt McDougal</b>	<b>Lifetime Health, Student Edition</b>	<b>Holt McDougal</b>	<b>2009</b>	<b>9-12</b>	<b>9780030962196</b>	<b>100%</b>	
	Notes: Correlates 95% to national health standards.						
	Key Features: The primary objective of the program is to provide up-to-date content that is scientifically and medically accurate. Teachers will find the most current health guidelines and statistics, including updated information about CPR, first aid, the USDA's MyPyramid, and HPV. Additional objectives of the program are to motivate students through real-world applications, develop students' life skills, integrate technology, and accommodate a variety of learning styles and ability levels. Focuses on developing ten key life skills, with an added emphasis on decision-making and refusal skills.						
	Lifetime Health, Interactive Online Edition (1 year subscription)						9780030997204
	Lifetime Health, , Interactive Online Edition (contract length subscription)						9780030997211
	Lifetime Health, Interactive Online Edition with Student One Stop™ CD-ROM (contract length subscription)						9780030997259
	Lifetime Health, Student One Stop™ CD-ROM						9780030997174
	Lifetime Health, Student One Stop™ CD-ROM (set of 25) (with minimum purchase of 25 print student editions)						9780030997198
	Lifetime Health, Teacher's Edition						9780030962202
	Lifetime Health, Health Posters						9780554007786
	Holt Science Skills Workshop: Reading in the Content Area Student Edition						9780030644245
	Holt Science Skills Workshop: Reading in the Content Area Teacher's Edition						9780030644238
	Lifetime Health, Study Guide						9780554007793
	Lifetime Health, Chapter Resources						9780030997242
	Lifetime Health, Life Skills Workbook						9780030999437
	Lifetime Health, Math and Writing Workbook						9780030999444
	Lifetime Health, Math and Writing Workbook Answer Key						9780030999451
	Lifetime Health, Teaching Transparencies						9780030798122
	Lifetime Health, Spanish Student Edition						9780030997303
	Lifetime Health, Guia de estudio/ Spanish Study Guide						9780554008196
	Lifetime Health, Evaluaciones/Spanish Assessments						9780554008189
	Lifetime Health, Programa de audio guiado/Spanish Guided Reading Audio Program						9780030997310
	Lifetime Health, Sexuality and Responsibility, Student Edition						9780030998560
	Lifetime Health, Sexuality and Responsibility, Teacher Edition						9780030997327
	Lifetime Health, Sexuality and Responsibility, Teaching Resources						9780554007809
	Lifetime Health, Sexuality and Responsibility, Guided Reading Audio Program						9780030998089
	Lifetime Health, Sexuality and Responsibility, Spanish Student Edition						9780030998577
	Lifetime Health, Sexuality and Responsibility, Recursos en español/Spanish Resources						9780554008202
	Lifetime Health, Programa de audio guiado/Guided Reading Audio Program						9780030998584
	Exploring Food and Fitness Choices Interactive CD-ROM						9780030787942
Lifetime Health, VideoHealth: Real People/Character DVD					9780030997280		
Lifetime Health, Guided Reading Audio Program					9780030997297		
Lifetime Health, Teacher's One-Stop Planner® DVD					9780030997228		
Lifetime Health, Video Health DVD					9780030997273		

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**Health**  
**Grades 9-12**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Pearson Prentice Hall</b>	<b>Prentice Hall Health, Student Edition</b>	<b>B. E. Pruitt, et al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780133672503</b>	<b>100%</b>
	Notes: Correlates 91% to national health standards.					
	Key Features:					
	Prentice Hall Health, Student Edition CD-ROM				9780133673104	
	Prentice Hall Health, Teacher's Edition				9780133672527	
Prentice Hall Health, TeacherEXPRESS CD-ROM				9780133673111		
Prentice Hall Health, PresentationEXPRESS CD-ROM				9780132510707		



**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
RECOMMENDATIONS**

**Physical Education  
K -12**

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Houghton Mifflin Harcourt School Publisher (HMHSP)</b>	<b>BE ACTIVE! RESOURCE FOR PHYSICAL EDUCATION Be Active! Resource for Physical Education Kit (primary)</b>	<b>Bunting, et.al</b>	<b>2005</b>	<b>K-2</b>	<b>9780153414077</b>	<b>Highly Recommended K= 100% 1-2= 100%</b>
	Notes: Correlates 93% to National Physical Education Standards at the kindergarten and grades K-2. Key Features:					
	<b>BE ACTIVE! RESOURCE FOR PHYSICAL EDUCATION Be Active! Resource for Physical Education Kit (intermediate)</b>	<b>Bunting, et.al</b>	<b>2005</b>	<b>3-6</b>	<b>9780153414084</b>	<b>Highly Recommended 3-4= 100% 5-6 = 100%</b>
	Notes: Correlates 96% to National Physical Education Standards for grades 3-5. Correlation for 6-8 national standards is 39%. Program is not recommended for middle school; however is acceptable for grade six, when grade six is part of the elementary school. Key Features:					
<b>The SPARK Programs</b>	<b>SPARK Grades K-2 Manual, Music CD and folio (version 2008)</b>	<b>Rosengard</b>	<b>2008</b>	<b>K-2</b>	<b>1-1303150-201</b>	<b>Highly Recommended K= 100% 1-2= 100%</b>
	Notes: Correlates 100% to National Physical Education Standards at the kindergarten and grades K-2. Key Features:					
	<b>SPARK Grades 3-6 Manual, Music CD and folio (version 2007)</b>	<b>Rosengard</b>	<b>2007</b>	<b>3-6</b>	<b>1-1278341-201</b>	<b>Highly Recommended 3-4= 97% 5-6 = 100%</b>
	Notes: Correlates 92% to National Physical Education Standards for grades 3-5. Correlation for 6-8 national standards is 43.5%. Program is not recommended for middle school; however is acceptable for grade six, when grade six is part of the elementary school. Key Features:					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Human Kinetics, Inc.	Fitness for Life; Middle School	Charles B. Corbin/ Guy C. LeMasurier/ Dolly D. Lambdin	2007	6-8	9780736065115	<b>R</b> <b>Recommended w/</b> <b>Reservations</b> <b>5-6 = 72%</b> <b>7-8 = 50%</b>	
	Notes: Recommended with Reservations as a "Resource Only". Correlates 60% to National Physical Education Standards for grades 6-8. Good knowledge base; however activities are not age appropriate. Key Features:						
	Fitness for Life Middle School: Teacher's Guide						9780736068284
	Fitness for Life Middle School: Teacher's Guide						9780736068284

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Human Kinetics, Inc.	Fitness for Life, Updated Fifth Edition	Charles B. Corbin/ Ruth Lindsey	2007	9-12	9780736066754	<b>R Recommended w/ Reservations 68%</b>	
	Notes: Recommended with Reservations as a "Resource Only". Correlates 66% to National Physical Education Standards. Good knowledge base; however low on activities and geared more toward middle school age students. Text serves well to classroom setting. Key Features:						
	Fitness for Life Wraparound Teacher Edition and Resources Kit			2007			9780736068642
	Fitness for Life Wraparound Teacher Edition and Resources Kit			2007			9780736068642
	Fitness for Life-Spanish E-Book CD-ROM			2004			9780736055314
	Fitness for Life-Spanish E-Book CD-ROM			2004			9780736055314
	Fitness for Life In-Service DVD			2005			9780736055680
	Fitness for Life In-Service DVD			2005			9780736055680
	Fitness for Life Physical Activity Pyramid for Teens - Poster			2003			9780736050982



**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
RECOMMENDATIONS**

**Humanities**

Dance, Drama, Theatre, Music,  
Visual Arts & World Language  
PreK -12



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Human Kinetics, Inc.	<b>A Sense of Dance, Second Edition</b>	<b>Constance A. Schrader</b>	<b>2005</b>	<b>9-12</b>	<b>9780736051897</b>	<b>Highly Recommended 88%</b>	
	Notes: Key Features:						
	A Sense of Dance Instructor Guide, Second Edition						9780736055062
	A Sense of Dance Instructor Guide, Second Edition					9780736055062	
	<b>Experiencing Dance</b>	<b>Helen Scheff/ Marty Sprague/ Susan McGreevy-Nichols</b>	<b>2005</b>	<b>9-12</b>	<b>9780736051873</b>	<b>88%</b>	
	Notes: Text is missing an index. Has great bibliography and glossary. Key Features:						
	Experiencing Dance Instructor Guide						9780736054546
Experiencing Dance Instructor Guide					9780736054546		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>Exploring Theatre</b>	<b>Prince</b>	<b>2009</b>	<b>6-8</b>	<b>9780078807787</b>	<b>100%</b>	
	Notes:						
	Key Features:						
	Interactive Student Edition CD-ROM						9780078896385
	Teacher Annotated Edition (Free 1:35 Student Editions Purchased)						9780078807794
	Interactive Teacher Edition CD-ROM (Free 1:15 Student Editions Purchased)						9780078896392
	Teacher Resource Binder (Free 1:50 Student Editions Purchased)						9780078898532
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078896408	
	<b>Theatre Art In Action</b>	<b>Strickland</b>	<b>2009</b>	<b>9-12</b>	<b>9780078807763</b>	<b>Recommended w/ Reservations 97%</b>	
	Notes: Teacher manual difficult to use without a solid theatre background.						
	Key Features:						
	Interactive Student Edition CD-ROM						9780078896330
	Teacher Manual (Free 1:35 Student Editions Purchased)						9780078807770
	Interactive Teacher Edition CD-ROM (Free 1:50 Student Editions Purchased)						9780078896347
Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078898525		
<b>Stage &amp; School</b>	<b>Schanker</b>	<b>2005</b>	<b>9-12</b>	<b>9780078616273</b>	<b>93%</b>		
Notes: Teacher manual difficult to use without a solid theatre background.							
Key Features:							
Interactive Student Edition CD-ROM						9780078687914	
Teacher Manual (Free 1:35 Student Editions purchased)						9780078616280	
Teacher Resource Binder (Free 1:50 Student Editions Purchased)						9780078618949	
Perfection Learning	<b>Basic Drama Projects, 8<sup>th</sup> Ed. Hardcover Student Textbook and electronic student edition</b>	<b>Dr. Fran Tanner</b>	<b>2009</b>	<b>9-12</b>	<b>9780756916404</b>	<b>Highly Recommended 97%</b>	
	Notes: Requires teacher edition and resource binder.						
	Key Features:						
	Basic Drama Projects, 8 <sup>th</sup> Edition Annotated Teacher's Edition						9780789161765
Basic Drama Projects, 8 <sup>th</sup> Edition Teacher's Resource Binder with Exam View Software					9780789162069		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Macmillan/ McGraw-Hill	<b>Macmillan/McGraw-Hill Spotlight on Music Pre-K Package (25 students)</b>	<b>Bond, Boyer et al</b>	<b>2006</b>	<b>Pre-K</b>	<b>9780022962876</b>	<b>Highly Recommended</b>	
	Notes: Correlates 86% to kindergarten content standards. Key Features:						
	Big Book of Nursery Rhymes						9780021901692
	Pre-K Audio CD						9780022961985
	Pre-K Teacher's Edition						9780022959111
	Toucan Puppet					9780021097050	
	<b>Macmillan/McGraw-Hill Spotlight on Music Big Book (25 students)</b>	<b>Bond, Boyer et al</b>	<b>2005</b>	<b>K</b>	<b>9780022958176</b>	<b>Highly Recommended 100%</b>	
	Key Features:						
	Electronic Student Edition (25 students) Alternate Format			2008			9780022965464
	Audio CD Package (25 students)**			2005			9780022964580
	Teacher's Edition Package			2008			9780022965761
	Teacher's Edition			2008			9780022964481
	Piano Accompaniments			2005			9780022958558
	Teacher's Resource Package			2008			9780022964689
	Teacher's Resource Masters			2005			9780022958305
Listening Map Transparencies			2005		9780022958336		
TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)			2008		9780022966799		
<b>Macmillan/McGraw-Hill Spotlight on Music Big Book (25 students)</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>1</b>	<b>9780022964474</b>	<b>Highly Recommended 100%</b>		
Key Features:							
Student Edition (Alternate Format)			2008			9780022964382	
Electronic Student Edition (25 students) Alternate Format			2008			9780022965181	
Spotlight on Music Projectables Package (Alternate Format)			2008			9780022965266	
Audio CD Package (25 students)**			2005			9780022964597	
Teacher's Edition Package			2008			9780022965778	
Teacher's Edition			2008			9780022964498	
Grade Level DVD			2005			9780022961268	
Piano Accompaniments			2005			9780022958565	
Teacher's Resource Package			2008			9780022964696	
Teacher's Resource Masters			2005			9780022958312	
Listening Map Transparencies			2005			9780022958343	
Spotlight on Orff Orchestrations			2005			9780022958640	
TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)			2008			9780022966812	
Global Voices DVD			2005		9780022962913		
Electronic Listening Maps			2005		9780022961992		
Spotlight on MIDI w/CD-ROM (Single-user)			2005		9780022958428		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>2</b>	<b>9780022964399</b>	<b>Highly Recommended 100%</b>	
	Notes: Key Features:						
	Electronic Student Edition (25 students) Alternate Format		2008		9780022965198		
	Spotlight on Music Projectables Package (Alternate Format)		2008		9780022965273		
	Audio CD Package (25 students)**		2005		9780022964610		
	Teacher's Edition Package		2008		9780022965785		
	Teacher's Edition		2008		9780022964511		
	Grade Level DVD		2005		9780022961275		
	Piano Accompaniments		2005		9780022958572		
	Teacher's Resource Package		2008		9780022964702		
	Listening Map Transparencies		2005		9780022958350		
	Teacher's Resource Masters		2005		9780022958510		
	Spotlight on Orff Orchestrations		2005		9780022958657		
	Spotlight on Reading Music Transparencies		2005		9780022960520		
	TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)		2008		9780022966829		
	Global Voices DVD		2005		9780022962920		
	Electronic Listening Maps		2005		9780022962012		
	Spotlight on MIDI w/CD-ROM (Single-User)		2005		9780022958435		
	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>3</b>	<b>9780022964412</b>		<b>Highly Recommended 100%</b>
	Notes: Key Features:						
Electronic Student Edition (25 students) Alternate Format		2008	3	9780022965211			
Audio CD Package (25 students)**		2005	3	9780022964627			
Teacher's Edition Package		2008	3	9780022965792			
Teacher's Edition		2008	3	9780022964528			
Grade Level DVD		2005	3	9780022961282			
Piano Accompaniments		2005	3	9780022958589			
Teacher's Resource Package		2008	3	9780022964719			
Listening Map Transparencies		2005	3	9780022958367			
Teacher's Resource Masters		2005	3	9780022958527			
Spotlight on Orff Orchestrations		2005	3	9780022958664			
Spotlight on Reading Music Transparencies		2005	3	9780022960537			
Spotlight on Recorder, Gr. 3-4		2005	3-4	9780022958244			
TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)		2008	3	9780022966836			
Global Voices DVD		2005	3	9780022962937			
Electronic Listening Maps		2005	3	9780022962029			
Spotlight on MIDI w/CD-ROM (Single-User)		2005	3	9780022958442			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>4</b>	<b>9780022964429</b>	<b>Highly Recommended 100%</b>	
	Notes: Key Features:						
	Electronic Student Edition (25 students) Alternate Format		2008	4	9780022965228		
	Audio CD Package (25 students)**		2005	4	9780022964634		
	Teacher's Edition Package		2008	4	9780022965815		
	Teacher's Edition		2008	4	9780022964535		
	Grade Level DVD		2005	4	9780022961299		
	Piano Accompaniments		2005	4	9780022958596		
	Teacher's Resource Package		2008	4	9780022964726		
	Listening Map Transparencies		2005	4	9780022958374		
	Spotlight on Orff Orchestrations		2005	4	9780022958671		
	Teacher's Resource Masters		2005	4	9780022958732		
	Spotlight on Reading Music Transparencies		2005	4	9780022960544		
	Spotlight on Recorder, Gr. 3-4		2005	3-4	9780022958244		
	TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)		2008	4	9780022966843		
	Global Voices DVD		2005	4	9780022962944		
	Electronic Listening Maps		2005	4	9780022962036		
	Spotlight on MIDI w/CD-ROM (Single-User)		2005	4	9780022958459		
	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>5</b>	<b>9780022964436</b>		<b>Highly Recommended 100%</b>
	Notes: Key Features:						
Electronic Student Edition (25 students) Alternate Format		2008	5	9780022965235			
Audio CD Package (25 students)**		2005	5	9780022964641			
Teacher's Edition Package		2008	5	9780022965822			
Teacher's Edition		2008	5	9780022964542			
Grade Level DVD		2005	5	9780022961312			
Piano Accompaniments		2005	5	9780022958602			
Teacher's Resource Package		2008	5	9780022964733			
Listening Map Transparencies		2005	5	9780022958381			
Spotlight on Orff Orchestrations		2005	5	9780022958688			
Teacher's Resource Masters		2005	5	9780022958930			
Spotlight on Reading Music Transparencies		2005	5	9780022960551			
Spotlight on Recorder, Gr. 5-6		2005	5-6	9780022958268			
TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)		2008	5	9780022966850			
Global Voices DVD		2005	5	9780022962951			
Electronic Listening Maps		2005	5	9780022962043			
Spotlight on MIDI w/CD-ROM (Single-User)		2005	5	9780022958466			

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<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music ancillaries components</b>			<b>K-8</b>		
	Note: Component Listing is of additional resources available for grades K-8 Spotlight on Music Program					
	ELL Handbook, K-6	2005	K-6	9780022959357		
	Master Index, Pre-K-8	2008	Pre-K-8	9780022965259		
	Help! I'm a Substitute Music Teacher, K-6	2004	K-6	9780634090479		
	Learning Music Through Movement, Teacher's Guide, Vol. 1, K-4	2006	K-4	9780022961220		
	Learning Music Through Movement Audio CD, K-4	2006	K-4	9780022961930		
	Learning Music Through Movement, Teacher's Guide, Vol. 2, 5-8	2006	5-8	9780022961237		
	Learning Music Through Movement Audio CD, 5-8	2006	5-8	9780022961954		
	Fiesta de canciones! Spanish Song Book (Primary), K-2	2005	K-2	9780022958213		
	Fiesta de canciones! Spanish Audio CDs (Primary), K-2	2005	K-2	9780022959562		
	Fiesta de canciones! Spanish Song Book (Intermediate), 3-6	2005	3-6	9780022958220		
	Fiesta de canciones! Spanish Songbook CDs (Intermediate), 3-6	2005	3-6	9780022959579		
	Festival of World Music Book, K-6	2005	K-6	9780022959944		
	Festival of World Music Audio CDs, K-6	2005	K-6	9780022959951		
	Festival of Caribbean Music Book, 3-5	2005	3-5	9780022958206		
	Festival of Caribbean Music Audio CD, 3-5	2005	3-5	9780022959548		
	DVD Resource Library Package (All 3 Collections, 24 DVDs)	2005	K-8	9780022962234		
	The Variety Collection (10 DVDs - Included in the DVD Resource Library Package)	2005	K-8	9780022962272		
	Instrument Sounds DVD, K-3 (Included in The Variety Collection)	2005	K-3	9780022961350		
	Music and Movement DVD, K-3 (Included in The Variety Collection)	2005	K-3	9780022961367		
	Sounds of Percussion DVD, 4-8 (Included in The Variety Collection)	2005	4-8	9780022961374		
	Blending Musical Styles DVD, 4-8 (Included in The Variety Collection)	2005	4-8	9780022961381		
	The Mariachi Tradition DVD, K-8 (Included in The Variety Collection)	2005	K-8	9780022961428		
	Moving with Spotlight on Music DVD (Primary), K-2 (Included in The Variety Collection)	2005	K-2	9780022961398		
	Moving with Spotlight on Music DVD (Intermediate), 3-5 (Included in The Variety Collection)	2005	3-5	9780022961411		
	John Jacobson's Kids Gotta Move DVD, K-5 (Included in The Variety Collection)	2005	K-5	9780634082375		
	Canadian Brass Inside Brass DVD, 4-8 (Included in The Variety Collection)	2003	4-8	9780634067082		
	Turntable Technique: The Art of the DJ DVD, 4-8 (Included in The Variety Collection)	2003	4-8	9780876390382		
	The Composers Collection (6 DVDs - Included in the DVD Resource Library Package)	2005	4-8	9780022962289		
	Bach's Fight for Freedom DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449441		
	Bizet's Dream DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449649		
	Handel's Last Chance DVD, 4-8 (Included in The Composers Collection)	1996	4-8	9781894449465		
Liszt's Rhapsody DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449656			
Rossini's Ghost DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449663			
Strauss: The King of Three-Quarter Time DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449458			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music ancillaries components (Continued)</b>			<b>K-8</b>		
	The Instruments Collection (8 DVDs - Included in the DVD Resource Library Package)	2005	4-8	9780022962265		
	Play Trumpet Today! DVD, 4-8 (Included in The Instruments Collection)	2001	4-8	9780022961664		
	Play Clarinet Today! DVD, 4-8 (Included in The Instruments Collection)	2001	4-8	9780022961671		
	Play Flute Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961688		
	Play Drums Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961695		
	Play Piano Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961718		
	Play Guitar Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961725		
	Play Alto Sax Today! DVD, 4-8 (Included in The Instruments Collection)	2001	4-8	9780022961732		
	Play Bass Guitar Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961749		
	World Instruments CD-ROM (Single User), 3-8	2005	3-8	9780022959555		
	Orchestral Instruments CD-ROM (Single User), 1-8	2005	1-8	9780022959470		
	MIDIsaurus CD-ROM (Single User), 1-3	2005	1-3	9780022959463		
	Music Ace (Single User), 1-8	2002	1-8	9780022953188		
	Music Ace II (Single User), 3-8	2002	3-8	9780022953331		
Music Time Deluxe (Single User), 3-8	2004	3-8	9780022961077			
Master Tracks Pro (Single User), 3-8	2004	3-8	9780022961060			
<b>Pearson Education Inc., publishing as Scott Foresman</b>	<b>Silver Burdett Making Music Pre-K Program Step Into Music Complete Package</b>	<b>Mary Palmer, et al</b>	<b>2003</b>	<b>Pre-K (PreK-8)</b>	<b>9780382349867</b>	<b>Highly Recommended</b>
	Notes: Correlates 100% to the kindergarden music standards. Key Features:					
	<b>Silver Burdett Making Music, 2008 Edition Big Book</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>K (PreK-8)</b>	<b>9780382365782</b>	<b>Highly Recommended 100%</b>
	Notes: Key Features:					
	Audio CD Package	2005	K	9780328104352		
	Teacher's Resource Package * (includes indented items below)	2005	K	9780382367540		
	Teacher's Edition	2005	K	9780382365904		
	Keyboard Accompaniments	2005	K	9780328077700		
	Resource Book	2005	K	9780382366222		
	Listening Map Transparency Package	2005	K	9780328104864		
	Binder with Tabs	2005	K	9780328077861		
	Teacher Resources Online Access Pack *	2005	K	9781418250270		
	More Music with Making Music Enhancement Grade Level Package	2008	K	9781418255480		
	More Music with Making Music Enhancement Teacher Support Package	2005	K-6	9781418256746		

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Pearson Education Inc., publishing as Scott Foresman	<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>1</b> (PreK-8)	<b>9780382365690</b>	<b>Highly Recommended 90%</b>	
	Notes:						
	Key Features:						
	Audio CD Package		2005	1	9780328104369		
	Teacher's Resource Package * (includes indented items below)		2005	1	9780382367557		
	<b>Teacher's Edition</b>		2005	1	9780382365911		
	Keyboard Accompaniments		2005	1	9780328077717		
	Resource Book		2005	1	9780382366239		
	Listening Map Transparency Package		2005	1	9780328104871		
	Binder with Tabs		2005	1	9780328077878		
	Teacher Resources Online Access Pack *		2005	1	9781418250287		
	More Music with Making Music Enhancement Grade Level Package		2008	1	9781418258337		
	More Music with Making Music Enhancement Teacher Support Package		2005	K-6	9781418256746		
	<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>2</b> (PreK-8)	<b>9780382365706</b>		<b>Highly Recommended 100%</b>
Notes:							
Key Features:							
Audio CD Package				9780328104376			
Teacher's Resource Package * (includes indented items below)				9780382367564			
<b>Teacher's Edition</b>				9780382365928			
Keyboard Accompaniments				9780328077724			
Resource Book				9780382366246			
Listening Map Transparency Package				9780328104888			
Binder with Tabs				9780328077885			
Teacher Resources Online Access Pack *				9781418250294			
More Music with Making Music Enhancement Grade Level Package				9781418258344			
More Music with Making Music Enhancement Teacher Support Package			K-6	9781418256746			
<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>3</b> (PreK-8)	<b>9780382365713</b>	<b>Highly Recommended 100%</b>		
Notes:							
Key Features:							
Audio CD Package		2005	3	9780328104383			
Teacher's Resource Package * (includes indented items below)		2005	3	9780382367571			
<b>Teacher's Edition</b>		2005	3	9780382365935			
Keyboard Accompaniments		2005	3	9780328077731			



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<b>Pearson Education Inc., publishing as Scott Foresman</b>	<b>Silver Burdett Making Music (Continued)</b>			<b>3</b>		
	Resource Book		2005	3	9780382366253	
	Listening Map Transparency Package		2005	3	9780328104895	
	Binder with Tabs		2005	3	9780328077892	
	Teacher Resources Online Access Pack *		2005	3	9781418250300	
	More Music with Making Music Enhancement Grade Level Package		2008	3	9781418255510	
	More Music with Making Music Enhancement Teacher Support Package		2005	K-6	9781418256746	
	<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>4 (PreK-8)</b>	<b>9780382365720</b>	<b>Highly Recommended 100%</b>
	Notes:					
	Key Features:					
	Audio CD Package		2005		9780328104390	
	Teacher's Resource Package * (includes indented items below)		2005		9780382367588	
	Teacher's Edition		2005		9780382365942	
	Keyboard Accompaniments		2005		9780328077748	
	Resource Book		2005		9780382366260	
	Listening Map Transparency Package		2005		9780328104901	
	Binder with Tabs		2005		9780328077908	
	Teacher Resources Online Access Pack *		2005		9781418250317	
	More Music with Making Music Enhancement Grade Level Package		2008		9781418255527	
	More Music with Making Music Enhancement Teacher Support Package		2005	K-6	9781418256746	
	<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>5 (PreK-8)</b>	<b>9780382365737</b>	
	Notes:					
	Key Features:					
	Audio CD Package		2005	5	9780328104406	
	Teacher's Resource Package * (includes indented items below)		2005	5	9780382367595	
	Teacher's Edition		2005	5	9780382365959	
	Keyboard Accompaniments		2005	5	9780328077755	
Resource Book		2005	5	9780382366277		
Listening Map Transparency Package		2005	5	9780328104918		
Binder with Tabs		2005	5	9780328077915		
Teacher Resources Online Access Pack *		2005	5	9781418250324		
More Music with Making Music Enhancement Grade Level Package		2008	5	9781418255534		
More Music with Making Music Enhancement Teacher Support Package		2005	K-6	9781418256746		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Themes &amp; Variations</b>	<b>Musicplay Kindergarten Music Program - Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>2003</b>	<b>K (K-6)</b>	<b>1-894096-71-1</b>	<b>Highly Recommended 95%</b>	
	Notes: Key Features:						
	Musicplay Kindergarten Music Program Powerpoints (main component)		2008	K	CD		
	Musicplay for Kindergarten Piano Accompaniments (main component)		2007	K	1-897099-13-4		
	Musicplay for Kindergarten Big Book (main component)		2003	K	1-894096-73-8		
	Reproducible Story Book Volume 1		2003	K	1-894096-77-0		
	Alphabet Action Songs		2003	K	1-894096-80-0		
	Alphabet Activites	Bryant & Rovtar	2003	K	1-894096-82-7		
	Rhythm Flashcards	Denise Gagne	1994	K-6	1-894096-72-X		
	Melody Flashcards	Denise Gagne	1994	K-4	1-894096-74-6		
	The Orff Source	Denise Gagne	2001	K-6	1-894096-58-4		
	Word Wall	Veronica Harper	2005	K-6	1-897099-08-8		
	Orchestra Bingo	Veronica Harper	2005	K-6	1-897099-09-6		
	So-Me Stories	Stuart Manins	1987	K-6	1-897099-45-2		
	<b>Musicplay Grade 1 Music Program Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>1997</b>	<b>1 (K-6)</b>	<b>1-894096-09-6</b>	<b>Highly Recommended 95%</b>	
	Notes: Key Features:						
	Musicplay Grade 1 Music Program Powerpoints (main component)		2008	1	CD		
	Musicplay Grade 1 Music Program Piano Accompaniments (main component)		2007	1	1-897099-14-2		
	Musicplay Grade 1 Music Program Big Book (main component)		2001	1	1-894096-30-4		
	Reproducible Story Book Volume 2		2003	1	1-894096-79-7		
	Reproducible Story Book Volume 3		2003	1	1-894096-81-9		
	Listening Resource Kit Level 1		2001	1	1-894096-60-6		
	Rhythm Flashcards	Denise Gagne	1994	K-6	1-894096-72-X		
	Melody Flashcards	Denise Gagne	1994	K-4	1-894096-74-6		
	The Orff Source	Denise Gagne	2001	K-6	1-894096-58-4		
	Word Wall	Veronica Harper	2005	K-6	1-897099-08-8		
	Orchestra Bingo	Veronica Harper	2005	K-6	1-897099-09-6		
So-Me Stories	Stuart Manins	1987	K-6	1-897099-45-2			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Themes &amp; Variations</b>	<b>Musicplay Grade 2 Music Program Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>1997</b>	<b>2 (K-6)</b>	<b>1-894096-11-8</b>	<b>Highly Recommended 95%</b>	
	Notes: Key Features: Musicplay K-6 is a sequential curriculum with 40 weekly lesson plans per grade level. Musicplay is sequenced to cover all national and state standards. Music literacy (reading and writing music) is included in every lesson progressing from reading simple rhythms and melodies in K-3 to reading in treble and bass clef in Musicplay 6. Year plans, monthly outlines and detailed weekly lessons are included. Multicultural material with songs and listening examples from every continent, is included in every grade level, with authentic performances. There are 10-40 Classical music listening examples in each grade level, with a wide variety of activities suggested: identifying sounds of instruments, voices and instrument families, listening to perceive expressive elements of music (fast-slow, loud-soft, high-low, form, melody, harmony, rhythm), evaluating performances and concert etiquette. Listening selections for Grades 1-5 are in the "Listening Resource Kits 1-5". In Musicplay K and Musicplay for Middle School listening selections are included in the Teacher's Guide. Themes & Variations has a U.S. distribution center for quick and inexpensive deliveries by mail or courier.						
	Musicplay Grade 2 Music Program Student Book (main component)		1997	2	1-894096-32-0		
	Musicplay Grade 2 Music Program Powerpoints (main component)		2008	2	CD		
	Musicplay Grade 2 Music Program Piano Accompaniments (main component)		2007	2	1-897099-15-0		
	Listening Resource Kit Level 2		2001	2	1-894096-62-2		
	Rhythm Flashcards	Denise Gagne	1994	K-6	1-894096-72-X		
	Melody Flashcards	Denise Gagne	1994	K-4	1-894096-74-6		
	The Orff Source	Denise Gagne	2001	K-6	1-894096-58-4		
	Word Wall	Veronica Harper	2005	K-6	1-897099-08-8		
	Orchestra Bingo	Veronica Harper	2005	K-6	1-897099-09-6		
	So-Me Stories	Stuart Manins	1987	K-6	1-897099-45-2		
	<b>Musicplay Grade 3 Music Program Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>1997</b>	<b>3 (K-6)</b>	<b>1-894096-13-4</b>		<b>90%</b>
	Notes: Key Features:						
	Musicplay Grade 3 Music Program Student Book (main component)		1997	3	1-894096-34-7		
	Musicplay Grade 3 Music Program Powerpoints (main component)		2008	3	CD		
	Musicplay Grade 3 Music Program Piano Accompaniment (main component)		2007	3	1-897099-16-9		
	Listening Resource Kit Level 3		2001	3	1-894096-64-9		
	Rhythm Flashcards	Denise Gagne	1994	K-6	1-894096-72-X		
	Melody Flashcards	Denise Gagne	1994	K-4	1-894096-74-6		
The Orff Source	Denise Gagne	2001	K-6	1-894096-58-4			
Word Wall	Veronica Harper	2005	K-6	1-897099-08-8			
Orchestra Bingo	Veronica Harper	2005	K-6	1-897099-09-6			
So-Me Stories	Stuart Manins	1987	K-6	1-897099-45-2			

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**Music**  
**Grades PreK-5**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*		
<b>Themes &amp; Variations</b>	<b>Musicplay Grade 4 Music Program Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>1997</b>	<b>4 (K-6)</b>	<b>1-894096-15-0</b>	<b>91%</b>		
	Notes: Key Features: Musicplay K-6 is a sequential curriculum with 40 weekly lesson plans per grade level. Musicplay is sequenced to cover all national and state standards. Music literacy (reading and writing music) is included in every lesson progressing from reading simple rhythms and melodies in K-3 to reading in treble and bass clef in Musicplay 6. Year plans, monthly outlines and detailed weekly lessons are included. Multicultural material with songs and listening examples from every continent, is included in every grade level, with authentic performances. There are 10-40 Classical music listening examples in each grade level, with a wide variety of activities suggested: identifying sounds of instruments, voices and instrument families, listening to perceive expressive elements of music (fast-slow, loud-soft, high-low, form, melody, harmony, rhythm), evaluating performances and concert etiquette. Listening selections for Grades 1-5 are in the "Listening Resource Kits 1-5". In Musicplay K and Musicplay for Middle School listening selections are included in the Teacher's Guide. Themes & Variations has a U.S. distribution center for quick and inexpensive deliveries by mail or courier.							
	Musicplay Grade 4 Music Program Student Book (main component)			1997	4		1-894096-36-3	
	Musicplay Grade 4 Music Program Powerpoints (main component)			2008	4		CD	
	Musicplay Grade 4 Music Program Piano Accompaniments (main component)			2007	4		1-897099-17-7	
	Listening Resource Kit Level 4			2001	4		1-89096-66-5	
	Complete Recorder Resource Teacher's Guide Level 1			1997	4		1-894096-12-6	
	Complete Recorder Level 1 Student Book			1997	4		1-894096-19-3	
	Rhythm Flashcards		Denise Gagne	1994	K-6		1-894096-72-X	
	Melody Flashcards		Denise Gagne	1994	K-4		1-894096-74-6	
	The Orff Source		Denise Gagne	2001	K-6		1-894096-58-4	
	Word Wall		Veronica Harper	2005	K-6		1-897099-08-8	
	Orchestra Bingo		Veronica Harper	2005	K-6		1-897099-09-6	
	So-Me Stories		Stuart Manins	1987	K-6		1-897099-45-2	
		<b>Musicplay Grade 5 Music Program Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>1997</b>	<b>5 (K-6)</b>		<b>1-894096-17-7</b>	<b>79%</b>
	Notes: Key Features:							
	Musicplay Grade 5 Music Program Student Book (main component)			2000	5		1-894096-38-X	
	Musicplay Grade 5 Music Program Powerpoints (main component)			2008	5		CD	
	Musicplay Grade 5 Music Program Piano Accompaniments (main component)			2007	5		1-897099-18-5	
	Listening Resource Kit Level 5			2001	5		1-894096-68-1	
Complete Recorder Resource Teacher's Guide Level 2			1997	5	1-894096-16-9			
Complete Recorder Resource Student Book Level 2			2004	5	1-894096-99-1			
Rhythm Flashcards		Denise Gagne	1994	K-6	1-894096-72-X			
Melody Flashcards		Denise Gagne	1994	K-4	1-894096-74-6			
The Orff Source		Denise Gagne	2001	K-6	1-894096-58-4			
Word Wall		Veronica Harper	2005	K-6	1-897099-08-8			
Orchestra Bingo		Veronica Harper	2005	K-6	1-897099-09-6			
So-Me Stories		Stuart Manins	1987	K-6	1-897099-45-2			

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Glencoe/ McGraw-Hill	<b>Experiencing Choral Music Beginning Unison 2-part/3-part Student Package</b>	Jothan	2005	6-7	9780078667107	<b>Highly Recommended 92%</b>	
	Notes: Key Features: Experiencing Choral Music is a four-level series designed to build music literacy and promote vocal development for all students and voice categories in grades 6 - 12. The series is a multi-textbook program supported with print materials and audio recordings that enables students to develop music skills and conceptual understanding, while providing teachers with a flexible, integrated program. Available in 4 levels: Beginning, Intermediate, Proficient, and Advanced. Written for Treble, Mixed, or Tenor/Bass voices. Twenty-four graded choral selections per book covering a variety of styles, cultures, and historical periods. Every song is recorded in 3 ways: voices and accompaniment, accompaniment only, and part dominant CDs. Each of the 4 levels is accompanied by a Sight-Singing book.						
	Experiencing Choral Music Beginning Unison 2-part/3-part Rehearsal/Performance CDPak						9780078611063
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078611056
	Beginning Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078611186	
	<b>Experiencing Choral Music Intermediate Mixed Voices Student Package</b>	Jothan	2005	7-8 (7-9)	9780078667114	<b>Highly Recommended 96%</b>	
	Notes: Correlation percentage the same for grade 6-8 and grade 9. Key Features:						
	Experiencing Choral Music Intermediate Mixed Voices Rehearsal/Performance CDPak						9780078611100
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611094	
	<b>Experiencing Choral Music Intermediate Treble Voices Student Package</b>	Jothan	2005	7-8 (7-9)	9780078667121	<b>Highly Recommended 92%</b>	
	Notes: Correlation percentage the same for grade 6-8 and grade 9. Key Features:						
	Experiencing Choral Music Intermediate Treble Voices Rehearsal/Performance CDPak						9780078611131
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078611124
<b>Experiencing Choral Music Intermediate Tenor/Bass Voices Student Package</b>	Jothan	2005	7-8 (7-9)	9780078667138	<b>Highly Recommended 88%</b>		
Notes: Correlation percentage the same for grade 6-8 and grade 9. Key Features:							
Experiencing Choral Music Intermediate Tenor/Bass Voices Rehearsal/Performance CDPak						9780078611162	
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078611155	
Intermediate Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078611339		

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<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>6</b>	<b>9780022964443</b>	<b>Highly Recommended 100%</b>	
	Notes: Key Features:						
	Electronic Student Edition (25 students) Alternate Format			2008	6		9780022965242
	Audio CD Package (25 students)**			2005	6		9780022964658
	Teacher's Edition Package			2008	6		9780022965839
	Teacher's Edition			2008	6		9780022964559
	Grade Level DVD			2005	6		9780022961329
	Piano Accompaniments			2005	6		9780022958619
	Teacher's Resource Package			2008	6		9780022964740
	Listening Map Transparencies			2005	6		9780022958398
	Spotlight on Orff Orchestrations			2005	6		9780022958695
	Teacher's Resource Masters			2005	6		9780022958947
	Spotlight on Reading Music Transparencies			2005	6		9780022960568
	Spotlight on Recorder, Gr. 5-6			2005	5-6		9780022958268
	Spotlight on Guitar, Gr. 6-8			2005	6-8		9780022958237
	TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)			2008	6		9780022966867
	Global Voices DVD			2005	6		9780022962968
	Electronic Listening Maps			2005	6		9780022962050
	Spotlight on MIDI w/CD-ROM (Single-User)			2005	6		9780022958473
	<b>Macmillan/McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>7</b>		<b>9780022964450</b>
Notes: Key Features:							
Electronic Student Edition (25 students) Alternate Format			2008	7	9780022965471		
Audio CD Package (25 students)**			2005	7	9780022964665		
Teacher's Edition Package			2008	7	9780022965846		
Teacher's Edition			2008	7	9780022964566		
Grade Level DVD			2005	7	9780022961336		
Piano Accompaniments			2005	7	9780022960490		
Teacher's Resource Package			2008	7	9780022964757		
Listening Map Transparencies			2005	7	9780022958404		
Teacher's Resource Masters			2005	7	9780022958954		
Spotlight on Guitar, Gr. 6-8			2005	6-8	9780022958237		
TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)			2008	7	9780022966874		
Spotlight on MIDI w/CD-ROM (Single-User), 7-8			2005	7-8	9780022958480		

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Macmillan/ McGraw-Hill	<b>Macmillan/McGraw-Hill Spotlight on Music Student Edition</b>	<b>Bond, Boyer et al</b>	<b>2008</b>	<b>8</b>	<b>9780022964467</b>	<b>Highly Recommended 100%</b>	
	Notes:						
	Key Features:						
	Electronic Student Edition (25 students) Alternate Format		2008	8	9780022965488		
	Audio CD Package (25 students)**		2005	8	9780022964672		
	Teacher's Edition Package		2008	8	9780022965853		
	Teacher's Edition		2008	8	9780022964573		
	Grade Level DVD		2005	8	9780022961343		
	Piano Accompaniments		2005	8	9780022960513		
	Teacher's Resource Package		2008	8	9780022964764		
	Listening Map Transparencies		2005	8	9780022958411		
	Teacher's Resource Masters		2005	8	9780022958961		
	TeacherWorks Plus Lesson Planner CD-ROM (Alternate Format)		2008	8	9780022966881		
	Spotlight on Guitar, Gr. 6-8		2005	6-8	9780022958237		
	Spotlight on MIDI w/CD-ROM (Single-User), 7-8		2005	7-8	9780022958480		
	ELL Handbook, K-6		2005	K-6	9780022959357		
	Spotlight on MIDI w/CD-ROM (Single-User), 7-8		2005	7-8	9780022958480		
	<b>Macmillan/McGraw-Hill Spotlight on Music ancillaries components</b>				<b>K-8</b>		
	ELL Handbook, K-6		2005	K-6	9780022959357		
	Master Index, Pre-K-8		2008	Pre-K-8	9780022965259		
	Help! I'm a Substitute Music Teacher, K-6		2004	K-6	9780634090479		
	Learning Music Through Movement, Teacher's Guide, Vol. 1, K-4		2006	K-4	9780022961220		
	Learning Music Through Movement Audio CD, K-4		2006	K-4	9780022961930		
	Learning Music Through Movement, Teacher's Guide, Vol. 2, 5-8		2006	5-8	9780022961237		
	Learning Music Through Movement Audio CD, 5-8		2006	5-8	9780022961954		
	Fiesta de canciones! Spanish Song Book (Primary), K-2		2005	K-2	9780022958213		
	Fiesta de canciones! Spanish Audio CDs (Primary), K-2		2005	K-2	9780022959562		
	Fiesta de canciones! Spanish Song Book (Intermediate), 3-6		2005	3-6	9780022958220		
	Fiesta de canciones! Spanish Songbook CDs (Intermediate), 3-6		2005	3-6	9780022959579		
	Festival of World Music Book, K-6		2005	K-6	9780022959944		
	Festival of World Music Audio CDs, K-6		2005	K-6	9780022959951		
	Festival of Caribbean Music Book, 3-5		2005	3-5	9780022958206		
	Festival of Caribbean Music Audio CD, 3-5		2005	3-5	9780022959548		
	DVD Resource Library Package (All 3 Collections, 24 DVDs)		2005	K-8	9780022962234		
	The Variety Collection (10 DVDs - Included in the DVD Resource Library Package)		2005	K-8	9780022962272		
Instrument Sounds DVD, K-3 (Included in The Variety Collection)		2005	K-3	9780022961350			
Music and Movement DVD, K-3 (Included in The Variety Collection)		2005	K-3	9780022961367			
Sounds of Percussion DVD, 4-8 (Included in The Variety Collection)		2005	4-8	9780022961374			
Blending Musical Styles DVD, 4-8 (Included in The Variety Collection)		2005	4-8	9780022961381			
The Mariachi Tradition DVD, K-8 (Included in The Variety Collection)		2005	K-8	9780022961428			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Macmillan/ McGraw-Hill</b>	<b>Macmillan/McGraw-Hill Spotlight on Music ancillaries components (Continued)</b>			<b>K-8</b>		
	Moving with Spotlight on Music DVD (Primary), K-2 (Included in The Variety Collection)	2005	K-2	9780022961398		
	Moving with Spotlight on Music DVD (Intermediate), 3-5 (Included in The Variety Collection)	2005	3-5	9780022961411		
	John Jacobson's Kids Gotta Move DVD, K-5 (Included in The Variety Collection)	2005	K-5	9780634082375		
	Canadian Brass Inside Brass DVD, 4-8 (Included in The Variety Collection)	2003	4-8	9780634067082		
	Turntable Technique: The Art of the DJ DVD, 4-8 (Included in The Variety Collection)	2003	4-8	9780876390382		
	The Composers Collection (6 DVDs - Included in the DVD Resource Library Package)	2005	4-8	9780022962289		
	Bach's Fight for Freedom DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449441		
	Bizet's Dream DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449649		
	Handel's Last Chance DVD, 4-8 (Included in The Composers Collection)	1996	4-8	9781894449465		
	Liszt's Rhapsody DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449656		
	Rossini's Ghost DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449663		
	Strauss: The King of Three-Quarter Time DVD, 4-8 (Included in The Composers Collection)	1995	4-8	9781894449458		
	The Instruments Collection (8 DVDs - Included in the DVD Resource Library Package)	2005	4-8	9780022962265		
	Play Trumpet Today! DVD, 4-8 (Included in The Instruments Collection)	2001	4-8	9780022961664		
	Play Clarinet Today! DVD, 4-8 (Included in The Instruments Collection)	2001	4-8	9780022961671		
	Play Flute Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961688		
	Play Drums Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961695		
	Play Piano Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961718		
	Play Guitar Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961725		
	Play Alto Sax Today! DVD, 4-8 (Included in The Instruments Collection)	2001	4-8	9780022961732		
	Play Bass Guitar Today! DVD, 4-8 (Included in The Instruments Collection)	2003	4-8	9780022961749		
	World Instruments CD-ROM (Single User), 3-8	2005	3-8	9780022959555		
	Orchestral Instruments CD-ROM (Single User), 1-8	2005	1-8	9780022959470		
	MIDI-saurus CD-ROM (Single User), 1-3	2005	1-3	9780022959463		
	Music Ace (Single User), 1-8	2002	1-8	9780022953188		
	Music Ace II (Single User), 3-8	2002	3-8	9780022953331		
	Music Time Deluxe (Single User), 3-8	2004	3-8	9780022961077		
	Master Tracks Pro (Single User), 3-8	2004	3-8	9780022961060		



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Pearson Education Inc., publishing as Scott Foresman	<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>6</b>	<b>9780382365744</b>	<b>Highly Recommended 92%</b>	
	Notes:						
	Key Features:						
	23BAudio CD Package			2005	6		9780328104413
	Teacher's Resource Package * (includes indented items below)			2005	6		9780382367601
	Teacher's Edition			2005	6		9780382365966
	Keyboard Accompaniments			2005	6		9780328077762
	Resource Book			2005	6		9780382366284
	Listening Map Transparency Package			2005	6		9780328104925
	Binder with Tabs			2005	6		9780328077922
	Teacher Resources Online Access Pack *			2005	6		9781418250331
	More Music with Making Music Enhancement Grade Level Package			2008	6		9781418255541
	More Music with Making Music Enhancement Teacher Support Package			2005	K-6		9781418256746
	<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>7</b>	<b>9780382365751</b>		<b>Highly Recommended 100%</b>
	Notes:						
Key Features:							
Audio CD Package					9780328104420		
Teacher's Resource Package * (includes indented items below)					9780382367618		
Teacher's Edition					9780382365973		
Keyboard Accompaniments					9780328077779		
Resource Book					9780382366291		
Listening Map Transparency Package					9780328104932		
Binder with Tabs					9780328077939		
Teacher Resources Online Access Pack *					9781418250348		
<b>Silver Burdett Making Music Student Edition</b>	<b>Jane Beethoven, et al</b>	<b>2005</b>	<b>8</b>	<b>9780382365768</b>	<b>Highly Recommended 100%</b>		
Notes:							
Key Features:							
Audio CD Package						9780328104437	
Teacher's Resource Package * (includes indented items below)						9780382367625	
Teacher's Edition						9780382365980	
Keyboard Accompaniments						9780328077786	
Resource Book						9780382366307	
Listening Map Transparency Package						9780328104949	
Binder with Tabs						9780328077946	
Teacher Resources Online Access Pack *						9781418250355	

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**Music**  
**Grades 6-8**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Themes &amp; Variations</b>	<b>Musicplay Middle School Music Program Teacher's Guide (main component)</b>	<b>Denise Gagne</b>	<b>2003</b>	<b>6</b>	<b>1-894096-85-1</b>	<b>88%</b>	
	Notes:						
	Key Features:						
	Musicplay Middle School Music Program Student Book (main component)		2003	6	1-894096-87-8		
	Musicplay Middle School Music Program Powerpoints (main component)		2008	6	CD		
	Musicplay Middle School Music Program Piano Accompaniments (main component)		2007	6	1-897099-19-3		
	Rhythm Flashcards	Denise Gagne	1994	K-6	1-894096-72-X		
	Melody Flashcards	Denise Gagne	1994	K-4	1-894096-74-6		
	The Orff Source	Denise Gagne	2001	K-6	1-894096-58-4		
	Word Wall	Veronica Harper	2005	K-6	1-897099-08-8		
Orchestra Bingo	Veronica Harper	2005	K-6	1-897099-09-6			
So-Me Stories	Stuart Manins	1987	K-6	1-897099-45-2			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>Experiencing Choral Music Intermediate Mixed Voices Student Package</b>	Jothan	2005	9 (7-9)	9780078667114	Highly Recommended 96%	
	Notes:						
	Key Features:						
	Experiencing Choral Music Intermediate Mixed Voices Rehearsal/Performance CDPak					9780078611100	
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611094	
	<b>Experiencing Choral Music Intermediate Treble Voices Student Package</b>	Jothan	2005	9 (7-9)	9780078667121	Highly Recommended 92%	
	Notes:						
	Key Features:						
	Experiencing Choral Music Intermediate Treble Voices Rehearsal/Performance CDPak					9780078611131	
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611124	
	<b>Experiencing Choral Music Intermediate Tenor/Bass Voices Student Package</b>	Jothan	2005	9 (7-9)	9780078667138	Highly Recommended 88%	
	Notes:						
	Key Features:						
Experiencing Choral Music Intermediate Tenor/Bass Voices Rehearsal/Performance CDPak					9780078611162		
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611155		
Intermediate Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078611339		
<b>Experiencing Choral Music Proficient Mixed Voices Student Package</b>	Jothan	2005	9-12	9780078667145	Highly Recommended 96%		
Notes:							
Key Features:							
Experiencing Choral Music Proficient Mixed Voices Rehearsal/Performance CDPak					9780078611216		
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611209		
<b>Experiencing Choral Music Proficient Treble Voices Student Package</b>	Jothan	2005	9-12	9780078667237	Highly Recommended 93%		
Notes:							
Key Features:							
Experiencing Choral Music Proficient Treble Voices Rehearsal/Performance CDPak					9780078611247		
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611230		

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**Music**  
**Grades 9-12**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>Experiencing Choral Music Proficient Tenor/Bass Voices Student Package</b>	<b>Jochen</b>	<b>2005</b>	<b>9-12</b>	<b>9780078667244</b>	<b>Highly Recommended 93%</b>	
	Notes:						
	Key Features:						
	Experiencing Choral Music Proficient Tenor/Bass Voices Rehearsal/Performance CDPak						9780078611278
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611261	
	Proficient Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078667275	
	<b>Experiencing Choral Music Advanced Mixed Voices Student Package</b>	<b>Jochen</b>	<b>2005</b>	<b>9-12</b>	<b>9780078667251</b>	<b>Highly Recommended 96%</b>	
	Notes:						
	Key Features:						
	Experiencing Choral Music Advanced Mixed Voices Rehearsal/Performance CDPak						9780078611315
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078611308		
Advanced Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078667282		
<b>Music! Its Role and Importance in Our Lives</b>	<b>Fowler</b>	<b>2006</b>	<b>9-12</b>	<b>9780078297564</b>	<b>60% overall 100% music appreciation</b>		
Notes: Recommended for a music appreciation course.							
Key Features:							
Audio Library (15 CD Set)						9780078698125	
Teacher Annotated Edition (Free 1:35 Student Editions Purchased)					9780078297571		
Teacher Resource Binder (Free 1:50 Student Editions Purchased)					9780078297588		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Davis Publications Inc.</b>	<b>Explorations in Art Kindergarten, Big Book</b>	<b>Cathy Weisman Topal</b>	<b>2008</b>	<b>K</b>	<b>9780871927767</b>	<b>Highly Recommended 98%</b>	
	<p>Notes: Recommends purchasing all support materials. Key Features: Instruction includes a Big Book and wraparound Teacher's Edition. The Big Book includes: Art Images and a Studio Exploration with each lesson; Lessons in the first unit focus on basic skills, such as how to hold and use a crayon, a pair of scissors, a paintbrush, and how to tear and cut paper while fostering creative expression and exploration. The Teacher's Edition includes: The critical classroom management techniques that make all the difference in ensuring a successful lesson; Images of artwork and quotations from students; Interesting facts about tools and art, such as the history of crayons or scissors; Teaching Tips and Variations/Extensions that include support on safety, differentiated instruction, classroom management, observation and assessment tips (at point-of-use), games and ways to include the classroom teacher.</p>						
	Explorations in Art Kindergarten, e-Book (e-Book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities.)						9780871928276
	Explorations in Art Kindergarten, Teacher's Edition						9780871927743
	Explorations in Art Kindergarten, Music CDs (Set of 2)						9780871928030
	Explorations in Art Kindergarten, Instructional Posters (Set of 10)						9780871928214
	<b>Explorations in Art, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2008</b>	<b>1</b>	<b>9780871927644</b>	<b>Highly Recommended 100%</b>	
	<p>Notes: Recommends purchasing all support materials. Key Features: Offers teachers' unparalleled flexibility in responding to different scheduling and instructional requirements. Each grade level is designed for a year of instruction. Instruction at all levels 1-5 includes Student Books, Big Books for grades 1 and 2 and a wraparound Teacher's Edition. The program is available in print and digital formats.</p>						
	Explorations in Art, Student e-Book (e-Book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities.)						9780871928283
	Explorations in Art, Big Book						9780871927774
	Explorations in Art, Teacher's Edition						9780871927651
	Explorations in Art, Fine Art and Studio Process, CD-ROM						9780871928047
	Explorations in Art, Large Reproductions (Set of 18)						9780871927866
	Explorations in Art, Overhead Transparencies (Set of 36)						9780871927927
	Explorations in Art, Resource Masters, CD-ROM						9780871927989
	Explorations in Art, Music CDs (Set of 2)						9780871928030
	Explorations in Art, Compare & Contrast CD-ROM						9780871927378
	Explorations in Art, Vocabulary Cards (Set of 30)						9780871928108
	Explorations in Art, Artist Cards (Set of 30)						9780871928160
	Explorations in Art, Instructional Posters (Set of 10)						9780871928214

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Davis Publications Inc.</b>	<b>Explorations in Art, Student Book</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2008</b>	<b>2</b>	<b>9780871927668</b>	<b>Highly Recommended 100%</b>	
	<p>Notes: Recommends purchasing all support materials. Key Features: Offers teachers' unparalleled flexibility in responding to different scheduling and instructional requirements. Each grade level is designed for a year of instruction. Instruction at all levels 1-5 includes Student Books, Big Books for grades 1 and 2 and a wraparound Teacher's Edition. The program is available in print and digital formats.</p>						
	Explorations in Art, Student e-Book (e-Book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities.)						9780871928290
	Explorations in Art, Big Book						9780871927781
	Explorations in Art, Teacher's Edition						9780871927675
	Explorations in Art, Fine Art and Studio Process, CD-ROM						9780871928054
	Explorations in Art, Large Reproductions (Set of 18)						9780871927873
	Explorations in Art, Overhead Transparencies (Set of 36)						9780871927934
	Explorations in Art, Resource Masters, CD-ROM						9780871927996
	Explorations in Art, Music CDs (Set of 2)						9780871928030
	Explorations in Art, Compare & Contrast CD-ROM						9780871927378
	Explorations in Art, Vocabulary Cards (Set of 30)						9780871928115
	Explorations in Art, Artist Cards (Set of 30)						9780871928177
	Explorations in Art, Instructional Posters (Set of 10)					9780871928214	
	<b>Explorations in Art, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2008</b>	<b>3</b>	<b>9780871927682</b>	<b>Highly Recommended 100%</b>	
	<p>Notes: Recommends purchasing all support materials. Key Features: Offers teachers' unparalleled flexibility in responding to different scheduling and instructional requirements. Each grade level is designed for a year of instruction. Instruction at all levels 1-5 includes Student Books, Big Books for grades 1 and 2 and a wraparound Teacher's Edition. The program is available in print and digital formats.</p>						
	Explorations in Art, Student e-Book (e-Book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities.)						9780871928306
	Explorations in Art, Teacher's Edition						9780871927699
	Explorations in Art, Fine Art and Studio Process, CD-ROM						9780871928061
	Explorations in Art, Large Reproductions (Set of 18)						9780871927880
Explorations in Art, Overhead Transparencies (Set of 36)					9780871927941		
Explorations in Art, Resource Masters, CD-ROM					9780871928009		
Explorations in Art, Music CDs (Set of 2)					9780871928030		
Explorations in Art, Compare & Contrast CD-ROM					9780871927378		
Explorations in Art, Vocabulary Cards (Set of 30)					9780871928122		
Explorations in Art, Artist Cards (Set of 30)					9780871928184		
Explorations in Art, Instructional Posters (Set of 10)					9780871928221		

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**Visual Arts**  
Grades K-5

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Davis Publications Inc.</b>	<b>Explorations in Art, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2008</b>	<b>4</b>	<b>9780871927705</b>	<b>Highly Recommended 100%</b>	
	Notes: Recommends purchasing all support materials. Key Features:						
	Explorations in Art, Student e-Book (e-Book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities.)						9780871928313
	Explorations in Art, Teacher's Edition						9780871927712
	Explorations in Art, Fine Art and Studio Process, CD-ROM						9780871928078
	Explorations in Art, Large Reproductions (Set of 18)						9780871927897
	Explorations in Art, Overhead Transparencies (Set of 36)						9780871927958
	Explorations in Art, Resource Masters, CD-ROM						9780871928016
	Explorations in Art, Music CDs (Set of 2)						9780871928030
	Explorations in Art, Compare & Contrast CD-ROM						9780871927378
	Explorations in Art, Vocabulary Cards (Set of 30)						9780871928139
	Explorations in Art, Artist Cards (Set of 30)						9780871928191
	Explorations in Art, Instructional Posters (Set of 10)						9780871928221
	<b>Explorations in Art, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2008</b>	<b>5</b>	<b>9780871927729</b>	<b>Highly Recommended 100%</b>	
	Notes: Recommends purchasing all support materials. Key Features:						
	Explorations in Art, Student e-Book (e-Book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities.)						9780871928320
	Explorations in Art, Teacher's Edition						9780871927736
	Explorations in Art, Fine Art and Studio Process, CD-ROM						9780871928085
	Explorations in Art, Large Reproductions (Set of 18)						9780871927903
	Explorations in Art, Overhead Transparencies (Set of 36)						9780871927965
Explorations in Art, Resource Masters, CD-ROM					9780871928023		
Explorations in Art, Music CDs (Set of 2)					9780871928030		
Explorations in Art, Compare & Contrast CD-ROM					9780871927378		
Explorations in Art, Vocabulary Cards (Set of 30)					9780871928146		
Explorations in Art, Artist Cards (Set of 30)					9780871928207		
Explorations in Art, Instructional Posters (Set of 10)					9780871928238		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Davis Publications Inc.</b>	<b>Explorations in Art, A Personal Journey, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2009</b>	<b>6</b>	<b>9780871928832</b>	<b>Highly Recommended 96%</b>	
	<p>Notes: Recommends purchasing all support materials. Key Features: Provides the type of relevant, engaging learning that is so critical to motivating the middle school/junior high student. We know that hands-on learning is the foundation of the middle school art curriculum. A wide range of dynamic studio activities focuses on issues and ideas of particular interest to the middle school/junior high age group. Each book in the series is designed for a year of instruction. Instruction includes a Student Edition and a wraparound Teacher's Edition. The program is available in print and digital formats.</p>						
	Explorations in Art, A Personal Journey, e-Book (e-book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities)						9780871929273
	Explorations in Art, A Personal Journey, Teacher's Edition						9780871928979
	Explorations in Art, A Personal Journey, Large Reproductions (Set of 18)						9780871929204
	Explorations in Art, A Personal Journey, Overhead Transparencies (Set of 27)						9780871929211
	Explorations in Art, A Personal Journey, e-Gallery/Compare & Contrast CD-ROM (72 Images)						9780871929228
	Explorations in Art, A Personal Journey, Student Gallery, CD-ROM						9780871929235
	Explorations in Art, A Personal Journey, Resource Masters, CD-ROM						9780871929266
	Explorations in Art, A Personal Journey, Art Careers, DVD (18 Interviews)						9780871927460
	Explorations in Art, Music CDs (Set of 2)					9780871928030	
	<b>Explorations in Art, A Community Connection, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2009</b>	<b>7</b>	<b>9780871928825</b>	<b>Highly Recommended 91%</b>	
	<p>Notes: Recommends purchasing all support materials. Key Features: Provides the type of relevant, engaging learning that is so critical to motivating the middle school/junior high student. We know that hands-on learning is the foundation of the middle school art curriculum. A wide range of dynamic studio activities focuses on issues and ideas of particular interest to the middle school/junior high age group. Each book in the series is designed for a year of instruction. Instruction includes a Student Edition and a wraparound Teacher's Edition. The program is available in print and digital formats.</p>						
	Explorations in Art, A Community Connection, e-Book (e-book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities)						9780871929174
	Explorations in Art, A Community Connection, Teacher's Edition						9780871928962
	Explorations in Art, A Community Connection, Large Reproductions (Set of 18)						9780871929105
	Explorations in Art, A Community Connection, Overhead Transparencies (Set of 27)						9780871929112
	Explorations in Art, A Community Connection, e-Gallery/Compare & Contrast CD-ROM (72 Images)						9780871929129
	Explorations in Art, A Community Connection, Student Gallery, CD-ROM						9780871929136
	Explorations in Art, A Community Connection, Resource Masters, CD-ROM						9780871929167
Explorations in Art, A Personal Journey, Art Careers, DVD (18 Interviews)					9780871927460		
Explorations in Art, Music CDs (Set of 2)					9780871928030		



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**Visual Arts**  
Grades 6-8

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Davis Publications Inc.</b>	<b>Explorations in Art, A Global Pursuit, Student Edition</b>	<b>Marilyn G. Stewart &amp; Eldon Katter</b>	<b>2008</b>	<b>8</b>	<b>9780871928818</b>	<b>Highly Recommended 97%</b>	
	Notes: Recommends purchasing all support materials. Key Features: Provides the type of relevant, engaging learning that is so critical to motivating the middle school/junior high student. We know that hands-on learning is the foundation of the middle school art curriculum. A wide range of dynamic studio activities focuses on issues and ideas of particular interest to the middle school/junior high age group. Each book in the series is designed for a year of instruction. Instruction includes a Student Edition and a wraparound Teacher's Edition. The program is available in print and digital formats.						
	Explorations in Art, A Global Pursuit , e-Book (e-book includes Teacher's Edition, e-Portfolio, e-Lesson Planner, and e-Communities)						9780871929075
	Explorations in Art, A Global Pursuit, Teacher's Edition						9780871928955
	Explorations in Art, A Global Pursuit, Large Reproductions (Set of 18)						9780871929006
	Explorations in Art, A Global Pursuit, Overhead Transparencies (Set of 27)						9780871929013
	Explorations in Art, A Global Pursuit, e-Gallery/Compare & Contrast CD-ROM (72 Images)						9780871929020
	Explorations in Art, A Global Pursuit, Student Gallery, CD-ROM						9780871929037
	Explorations in Art, A Global Pursuit, Resource Masters, CD-ROM						9780871929068
	Explorations in Art, A Global Pursuit, Art Careers, DVD (18 Interviews)						9780871927460
Explorations in Art, Music CDs (Set of 2)					9780871928030		
<b>Glencoe/McGraw-Hill</b>	<b>Glencoe Introducing Art</b>	<b>Mittler</b>	<b>2007</b>	<b>6-8</b>	<b>9780078735554</b>	<b>81%</b>	
	Notes: Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078735561
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078741999
	<b>Glencoe Exploring Art</b>	<b>Mittler</b>	<b>2007</b>	<b>6-8</b>	<b>9780078735578</b>	<b>81%</b>	
	Notes: Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078735585
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078742057
	<b>Glencoe Understanding Art</b>	<b>Mittler</b>	<b>2007</b>	<b>6-8</b>	<b>9780078735592</b>	<b>80%</b>	
	Notes: Key Features:						
Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)					9780078735608		
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078742118		

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Glencoe/ McGraw-Hill	<b>ArtTalk</b>	<b>Ragan</b>	<b>2005</b>	<b>9-12</b>	<b>9780078305993</b>	<b>74%</b>
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)				9780078306006	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078306013	
	<b>Art In Focus</b>	<b>Mittler</b>	<b>2006</b>	<b>9-12</b>	<b>9780078685453</b>	<b>74%</b>
	Notes: Key Features:					
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)				9780078685460	
	TeacherWorks CD-ROM (Free 1:50 Student Editions Purchased)				9780078694042	
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078694202	
	ExamView® Pro Testmaker Software (Free 1:50 Student Editions Purchased)				9780078694059	
	<b>Creating &amp; Understanding Drawings</b>	<b>Mittler</b>	<b>2006</b>	<b>9-12</b>	<b>9780078682193</b>	<b>81%</b>
Notes: Key Features:						
Teacher Resource Binder (Free 1:35 Student Editions Purchased)				9780078682209		
Holt McDougal	<b>Gardners Art Through the Ages: A Global History, 13<sup>th</sup> Edition, Pupil Edition and Global Timeline</b>	<b>Kleiner</b>	<b>2009</b>	<b>9-12</b>	<b>9780495093077</b>	<b>R Highly Recommended 57% overall 82% Historical &amp; Cultural standards</b>
	Notes: Highly recommended as a "Resource Only". May be used in an AP course. Text includes nudity. Key Features:					
	Gardners Art Through the Ages: a Global History History Study Guide with Student Test Packet, Volume 1				9780495503910	
	Gardners Art Through the Ages: a Global History History Study Guide with Student Test Packet, Volume 2				9780495503927	
	Gardners Art Through the Ages: a Global History DVD Digital Image Library				9780495504900	
	Gardners Art Through the Ages: a Global Power Lecture CD-ROM				9780495503972	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>Exploratory World Language Courses</b>						
<b>Glencoe/ McGraw-Hill</b>	<b>Invitation To Languages</b>	<b>Schmitt</b>	<b>2007</b>	<b>6-8</b>	<b>9780078742491</b>	<b>100%</b>
	Notes: Teacher edition, audio and video components are essential for program implementation.					
	Key Features:					
	Teacher Edition (Free 1:50 Student Editions Purchased)					
					9780078742507	
					9780078605833	
					9780078612558	
<b>Multi-World Languages</b>						
<b>Rosetta Stone</b>	<b>Rosetta Stone® Classroom Version 3</b>	<b>Rosetta Stone Ltd.</b>	<b>2008</b>	<b>6-12</b>	<b>9781603914482</b>	<b>R</b>
	Notes: "Resource Only". Is a supplemental tool. Not recommended for credit recovery, lacks cultural and historical context and no conversational speaking. Program was reviewed for French, Spanish, Latin, German, and Chinese, reviewers felt findings would be consistent for all world languages. Key Features: This unique Dynamic Immersion® combines proven teaching methods with breakthrough technology to replicate the natural process of learning a first language. We call the Rosetta Stone learning experience Dynamic Immersion because students use five dynamic strategies to accelerate language learning: images, intuition, interactivity, instruction, and the immersion environment itself. From childhood on, we each connect the meaning of language to the world around us. Real- life people, things and situations provide the meaning for the words we use. By using multimedia technology to present the voices of native speakers, text, and vivid, real-life photographs, Rosetta Stone uses the student's intuitive language-learning ability to acquire a new language.					
<b>Chinese</b>						
<b>Better Chinese LLC</b>	<b>Discovering Chinese Volume 1 Student Set in simplified Chinese (Textbook+Workbook+Audio CD)</b>	<b>Better Chinese</b>	<b>2006</b>	<b>6-12</b>	<b>9781606031155</b>	<b>91%</b>
	Notes: Teacher edition is written in Chinese simplified.					
	Key Features:					
	Discovering Chinese Volume 1, Student Set in traditional Chinese (Textbook+Workbook+Audio CD) (alternate format)					
			2008, 2008 2006		978-1-60603-122-3	
	Discovering Chinese Volume 1 - Teacher's Guide in simplified Chinese (1 free copy for every purchase of 25 Discovering Chinese Volume 1 Student Sets. Offer cannot be combined with other freebies options.)		2006		978-962-978-244-3	
	Discovering Chinese Volume 1 CD-ROM (1 free copy for every purchase of 25 Discovering Chinese Volume 1 Student Sets. Offer cannot be combined with other freebies options.)		2006		978-962-978-266-5	

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<b>Better Chinese LLC</b>	<b>Discovering Chinese Volume 2 Student Set simplified Chinese (Textbook+Workbook+Audio CD)</b>	<b>Better Chinese</b>	<b>2006</b>	<b>6-12</b>	<b>9781606031162</b>	<b>91%</b>
	<p>Notes: Teacher edition is written in Chinese simplified. Key Features: Is for the beginning young adult with no prior exposure to Chinese. This 4-volume, 48-lesson curriculum builds student's understanding of Chinese language and culture with themes and subjects that are relevant to their daily lives. Through 12 lessons per volume, students will build up their language skills to SAT 2 level, while becoming acquainted with relevant Chinese cultural lessons such as idioms, origins of Chinese characters, and typing Chinese on computers. High-quality situational illustrations and online lessons make learning fun and effective, while frequent recycling of previously-learned material, both within volumes and between series, ensures long-term language retention.</p>					
	Discovering Chinese Volume 2 Student Set in traditional Chinese (Textbook+Workbook+Audio CD) (alternate format)	2008 2008 2006		978-1-60603-162-9		
	Discovering Chinese Volume 2 Teacher's Guide in simplified Chinese (1 free copy for every purchase of 25 Discovering Chinese Volume 2 Student Sets. Offer cannot be combined with other freebies options.)	2006		978-962-978-247-4		
	Discovering Chinese Volume 2 CD-ROM (1 free copy for every purchase of 25 Discovering Chinese Volume 2 Student Sets. Offer cannot be combined with other freebies options.)	2006		978-962-978-267-2		
	<b>Discovering Chinese Volume 3 Student Set in simplified Chinese (Textbook, Workbook, Audio CD)</b>	<b>Better Chinese</b>	<b>2006 2006 2007</b>	<b>6-12</b>	<b>9781606031179</b>	<b>96%</b>
	<p>Notes: Teacher edition is written in Chinese simplified. Key Features: Is for the beginning young adult with no prior exposure to Chinese. This 4-volume, 48-lesson curriculum builds student's understanding of Chinese language and culture with themes and subjects that are relevant to their daily lives. Through 12 lessons per volume, students will build up their language skills to SAT 2 level, while becoming acquainted with relevant Chinese cultural lessons such as idioms, origins of Chinese characters, and typing Chinese on computers. High-quality situational illustrations and online lessons make learning fun and effective, while frequent recycling of previously-learned material, both within volumes and between series, ensures long-term language retention.</p>					
	Discovering Chinese Volume 3 Student Set in traditional Chinese (Textbook+Workbook+Audio CD) (alternate format)	2008 2008 2007	6-12 Level II	978-1-60603-163-6		
	Discovering Chinese Volume 3 Teacher's Guide in simplified Chinese (1 free copy for every purchase of 25 Discovering Chinese Volume 3 Student Sets. Offer cannot be combined with other freebies options.)	2006	6-12	978-962-978-250-4		
	Discovering Chinese Volume 3 CD-ROM (1 free copy for every purchase of 25 Discovering Chinese Volume 3 Student Sets. Offer cannot be combined with other freebies options.)	2007	6-12	978-962-978-268-9		

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<b>Better Chinese LLC</b>	<b>Discovering Chinese Volume 4 Student Set in simplified Chinese (Textbook+Workbook+Audio CD)</b>	<b>Better Chinese</b>	<b>2007 2007 2007</b>	<b>6-12</b>	<b>9781606031186</b>	<b>96%</b>	
	Notes: Teacher edition is written in Chinese simplified. Key Features:						
	Discovering Chinese Volume 4 Student Set in traditional Chinese (Textbook+Workbook+Audio CD) (alternate format)		2008, 2008 2007	6-12	978-1-60603-164-3		
	Discovering Chinese Volume 4, Teacher's Guide in simplified Chinese (1 free copy for every purchase of 25 Discovering Chinese Volume 4 Student Sets. Offer cannot be combined with other freebies options.)		2007		978-962-978-253-5		
	Discovering Chinese Volume 4 CD-ROM, (1 free copy for every purchase of 25 Discovering Chinese Volume 4 Student Sets. Offer cannot be combined with other freebies options.)		2007		978-962-978-269-6		
	Discovering Chinese Volumes 1-4 Online Lessons and Story Library, (Per student per academic year, ending on August 31 <sup>st</sup> . Minimum purchase of 10 students.)						978-1-60603-167-4
	Online Group License Setup Fee (waived for 10 or more purchases of Discovering Chinese Online Group License and Story Library)						978-1-60603-119-3
<b>French</b>							
<b>Glencoe/McGraw-Hill</b>	<b>Bon voyage! Level 1</b>	<b>Schmitt</b>	<b>2008</b>	<b>6-12</b>	<b>9780078791444</b>	<b>Highly Recommended 100%</b>	
	Notes: Must have teacher edition and all audio & video components. Key Features:						
	StudentWorks™ Plus CD-ROM						9780078686573
	Teacher Wraparound Edition (Free 1:50 student editions purchased)						9780078791451
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078800214
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078659942
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078798047
	<b>Bon voyage! Level 2</b>	<b>Schmitt</b>	<b>2008</b>	<b>6-12</b>	<b>9780078791468</b>	<b>Highly Recommended 100%</b>	
	Notes: Must have teacher edition and all audio & video components. Key Features:						
	StudentWorks™ Plus CD-ROM						9780078686580
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)						9780078791475
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078800221
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078659966
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078798054		

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Glencoe/ McGraw-Hill	<b>Bon voyage! Level 3</b>	<b>Schmitt</b>	<b>2008</b>	<b>6-12</b>	<b>9780078791482</b>	<b>Highly Recommended 100%</b>	
	Notes: Must have teacher edition and all audio & video components. Key Features:						
	StudentWorks™ Plus CD-ROM						9780078686597
	Teacher Wraparound Edition (Free 1:50 Student Editions Purchased)						9780078791499
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078800238
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078659973
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078798061	
	<b>Trésors du temps</b>	<b>Leonard</b>	<b>2005</b>	<b>9-12</b>	<b>9780078606557</b>	<b>R Highly Recommended Level 3/4 = 92%</b>	
	Notes: Highly recommended for advance students. Key Features:						
	Interactive Student Edition						9780078677731
	Teacher Annotated Edition (Free 1:35 Student Editions Purchased)						9780078607189
	ExamView® Pro Testmaker CD-ROM (Free 1:50 Student Editions Purchased)						9780078606601
<b>Reprise: A Review Workbook for Grammar, Communication, and Culture</b>	<b>NTC Products</b>	<b>2004</b>	<b>9-12</b>	<b>9780078460531</b>	<b>Highly Recommended 88%</b>		
Notes: Key Features:							
Answer Key (Free 1:50 Student Editions Purchased)	Stillman	2004	9-12	9780078608544			
Holt McDougal	<b>Holt French, Bien Dit!® Level 1A Student Edition</b>	<b>De Mado, et al.</b>	<b>2008</b>	<b>6-8</b>	<b>9780030797491</b>	<b>100%</b>	
	Notes: Level 1A and 1B contain same content as Level 1. Must use teacher edition, ancillaries and on-line assessment tools. Key Features:						
	Holt French, Bien Dit!® Level 1A Student Edition and Interactive Online Edition with Grammar Tutor and Soundbooth™ (contract length subscription)						9780030942174
	Holt French, Bien Dit!® Level 1A Interactive Online Edition with Grammar Tutor, Soundbooth™ and Student Edition CD-ROM (contract length subscription)						9780554006888
	Holt French, Bien Dit!® Level 1A Interactive Online Edition with Grammar Tutor, Soundbooth™ (1-year subscription)						9780554004884
	Holt French, Bien Dit!® Level 1A Interactive Online Edition with Grammar Tutor, Soundbooth™ (contract length subscription)						9780554005270
	Holt French, Bien Dit!® Level 1A Student CD-ROM						9780030920691

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<b>Holt McDougal</b>	<b>Holt French, Bien Dit!® Level 1A (Continued)</b>		<b>2008</b>	<b>6-8</b>			
	Holt French, Bien Dit!® Level 1A Student CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)				9780030920653		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teacher's Edition					9780030422232	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Assessment Program					9780030797170	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites					9780030797187	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites Online Version (1-year subscription)					9780030941467	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites Online Version (contract length subscription)					9780030797415	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire					9780030797217	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire Online Version (1-year subscription)					9780030941474	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire Online Version (contract length subscription)					9780030797361	
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Differentiated Practice and Assessment CD-ROM for Slower-Paced and Advanced Learners					9780030940934	
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Grammar Tutor for Students of French					9780030920608	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Joie de lire! Beginning Reader					9780030656262	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teaching Transparencies					9780030797262	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Audio CD Program					9780030797286	
	Holt French, Bien Dit!® Level 1A, 1B and 1 DVD Tutor					9780030769672	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM					9780030797378	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM Site License					9780030797392	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM Network License					9780030797385	
	Holt French, Bien Dit!® Level 1A, 1B and 1 On rappe! And Grammavision DVD					9780030963148	
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM					9780030920615	
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM Site License					9780030920622	
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teacher's One-Stop Planner CD-ROM					9780030797316	
	<b>Holt French, Bien Dit!® Level 1B Student Edition</b>		<b>De Mado, et. al.</b>	<b>2008</b>	<b>6-8</b>	<b>9780030797439</b>	<b>100%</b>
	Notes: Level 1A and 1B contain same content as Level 1. Must use teacher edition, ancillaries and on-line assessment tools. Key Features:						
Holt French, Bien Dit!® Level 1B Student Edition and Interactive Online Edition with Grammar Tutor and Soundbooth™ (contract length subscription)					9780030942181		
Holt French, Bien Dit!® Level 1B Interactive Online Edition with Grammar Tutor, Soundbooth™ and Student Edition CD-ROM (contract length subscription)					9780554004891		
Holt French, Bien Dit!® Level 1B Interactive Online Edition with Grammar Tutor, Soundbooth™ (1-year subscription)					9780554005287		
Holt French, Bien Dit!® Level 1B Interactive Online Edition with Grammar Tutor, Soundbooth™ (contract length subscription)					9780554005676		
Holt French, Bien Dit!® Level 1B Student CD-ROM					9780030920684		
Holt French, Bien Dit!® Level 1B Student CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)					9780030920646		
Holt French, Bien Dit!® Level 1A, 1B and 1 Teacher's Edition					9780030422232		
Holt French, Bien Dit!® Level 1A, 1B and 1 Assessment Program					9780030797170		
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites					9780030797187		
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites Online Version (1-year subscription)					9780030941467		

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<b>Holt McDougal</b>	<b>Holt French, Bien Dit!® Level 1B (Continued)</b>		<b>2008</b>	<b>6-8</b>			
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites Online Version (contract length subscription)				9780030797415		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire				9780030797217		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire Online Version (1-year subscription)				9780030941474		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire Online Version (contract length subscription)				9780030797361		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Differentiated Practice and Assessment CD-ROM for Slower-Paced and Advanced Learners				9780030940934		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Grammar Tutor for Students of French				9780030920608		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Joie de lire! Beginning Reader				9780030656262		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teaching Transparencies				9780030797262		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Audio CD Program				9780030797286		
	Holt French, Bien Dit!® Level 1A, 1B and 1 DVD Tutor				9780030769672		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM				9780030797378		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM Site License				9780030797392		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM Network License				9780030797385		
	Holt French, Bien Dit!® Level 1A, 1B and 1 On rappe! And Grammavision DVD				9780030963148		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM				9780030920615		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM Site License				9780030920622		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teacher's One-Stop Planner CD-ROM				9780030797316		
		<b>Holt French, Bien Dit!® Level 1 Student Edition</b>	<b>De Mado, et. al.</b>	<b>2008</b>	<b>9-12</b>	<b>9780030398889</b>	<b>100%</b>
	Notes:						
Key Features:							
Holt French, Bien Dit!® Level 1 Student Edition and Interactive Online Edition with Grammar Tutor and Soundbooth™ (contract length subscription)				9780030941436			
Holt French, Bien Dit!® Level 1 Interactive Online Edition with Grammar Tutor, Soundbooth™ and Student Edition CD-ROM (contract length subscription)				9780554005355			
Holt French, Bien Dit!® Level 1 Interactive Online Edition with Grammar Tutor, Soundbooth™ (1-year subscription)				9780554006079			
Holt French, Bien Dit!® Level 1 Interactive Online Edition with Grammar Tutor, Soundbooth™ (contract length subscription)				9780554005683			
Holt French, Bien Dit!® Level 1 Student CD-ROM				9780030797149			
Holt French, Bien Dit!® Level 1 Student CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)				9780030797132			
Holt French, Bien Dit!® Level 1A, 1B and 1 Teacher's Edition				9780030422232			
Holt French, Bien Dit!® Level 1 Assessment Program				9780030797170			
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites				9780030797187			
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites Online Version (1-year subscription)				9780030941467			
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier d'activites Online Version (contract length subscription)				9780030797415			
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire				9780030797217			
Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire Online Version (1-year subscription)				9780030941474			



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Holt McDougal	<b>Holt French, Bien Dit!® Level 1 (Continued)</b>		<b>2008</b>	<b>9-12</b>			
	Holt French, Bien Dit!® Level 1A, 1B and 1 Cahier de vocabulaire et grammaire Online Version (contract length subscription)				9780030797361		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Differentiated Practice and Assessment CD-ROM for Slower-Paced and Advanced Learners				9780030940934		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Grammar Tutor for Students of French				9780030920608		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Joie de lire! Beginning Reader				9780030656262		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teaching Transparencies				9780030797262		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Audio CD Program				9780030797286		
	Holt French, Bien Dit!® Level 1A, 1B and 1 DVD Tutor				9780030769672		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM				9780030797378		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM Site License				9780030797392		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Interactive Tutor on CD-ROM Network License				9780030797385		
	Holt French, Bien Dit!® Level 1A, 1B and 1 On rappe! And Grammavision DVD				9780030963148		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM				9780030920615		
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM Site License				9780030920622		
	Holt French, Bien Dit!® Level 1A, 1B and 1 Teacher's One-Stop Planner CD-ROM				9780030797316		
	<b>Holt French, Bien Dit!® Level 2 Student Edition</b>		<b>De Mado, et. al.</b>	<b>2008</b>	<b>9-12</b>	<b>9780030426971</b>	<b>100%</b>
	Notes:						
	Key Features:						
	Holt French, Bien Dit!® Level 2 Student Edition and Interactive Online Edition with Grammar Tutor and Soundbooth™ (contract length subscription)				9780030941511		
	Holt French, Bien Dit!® Level 2 Interactive Online Edition with Grammar Tutor, Soundbooth™ and Student Edition CD-ROM (contract length subscription)				9780554005690		
	Holt French, Bien Dit!® Level 2 Interactive Online Edition with Grammar Tutor, Soundbooth™ (1-year subscription)				9780554006475		
	Holt French, Bien Dit!® Level 2 Interactive Online Edition with Grammar Tutor, Soundbooth™ (contract length subscription)				9780554006086		
Holt French, Bien Dit!® Level 2 Student CD-ROM				9780030882524			
Holt French, Bien Dit!® Level 2 Student CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)				9780030882531			
Holt French, Bien Dit!® Level 2 Teacher's Edition				9780030796234			
Holt French, Bien Dit!® Level 2 Assessment Program				9780030882432			
Holt French, Bien Dit!® Level 2 Cahier d'activites				9780030882456			
Holt French, Bien Dit!® Level 2 Cahier d'activites Online Version (1-year subscription)				9780030941542			
Holt French, Bien Dit!® Level 2 Cahier d'activites Online Version (contract length subscription)				9780030920059			
Holt French, Bien Dit!® Level 2 Cahier de vocabulaire et grammaire				9780030882470			
Holt French, Bien Dit!® Level 2 Cahier de vocabulaire et grammaire Online Version (1-year subscription)				9780030941559			
Holt French, Bien Dit!® Level 2 Cahier de vocabulaire et grammaire Online Version (contract length subscription)				9780030920080			
Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Differentiated Practice and Assessment CD-ROM for Slower-Paced and Advanced Learners				9780030940934			
Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Grammar Tutor for Students of French				9780030920608			
Holt French, Bien Dit!® Level 2 Joie de lire! Intermediate Reader				9780030656279			

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<b>Holt McDougal</b>	<b>Holt French, Bien Dit!® Level 2 (Continued)</b>		<b>2008</b>	<b>9-12</b>					
	Holt French, Bien Dit!® Level 2 Teaching Transparencies				9780030882555				
	Holt French, Bien Dit!® Level 2 Audio CD Program				9780030882449				
	Holt French, Bien Dit!® Level 2 DVD Tutor				9780030796470				
	Holt French, Bien Dit!® Level 2 Interactive Tutor on CD-ROM				9780030882609				
	Holt French, Bien Dit!® Level 2 Interactive Tutor on CD-ROM Site License				9780554015576				
	Holt French, Bien Dit!® Level 2 Interactive Tutor on CD-ROM Network License				9780554015569				
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM				9780030920615				
	Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM Site License				9780030920622				
	Holt French, Bien Dit!® Level 2 Teacher's One-Stop Planner CD-ROM				9780030920042				
	<b>Holt French, Bien Dit!® Level 3 Student Edition</b>				<b>De Mado, et. al.</b>	<b>2008</b>	<b>9-12</b>	<b>9780030432187</b>	<b>100%</b>
	Key Features:								
	Holt French, Bien Dit!® Level 3 Student Edition and Interactive Online Edition with Grammar Tutor and Soundbooth™ (contract length subscription)						9780030941597		
	Holt French, Bien Dit!® Level 3 Interactive Online Edition with Grammar Tutor, Soundbooth™ and Student Edition CD-ROM (contract length subscription)						9780554006109		
	Holt French, Bien Dit!® Level 3 Interactive Online Edition with Grammar Tutor, Soundbooth™ (1-year subscription)						9780554006871		
	Holt French, Bien Dit!® Level 3 Interactive Online Edition with Grammar Tutor, Soundbooth™ (contract length subscription)						9780554006482		
	Holt French, Bien Dit!® Level 3 Student CD-ROM						9780030920530		
	Holt French, Bien Dit!® Level 3 Student CD-ROM, Set of 25 (with minimum purchase of 25 print student editions)						9780030920547		
	Holt French, Bien Dit!® Level 3 Teacher's Edition						9780030796241		
Holt French, Bien Dit!® Level 3 Assessment Program				9780030920356					
Holt French, Bien Dit!® Level 3 Cahier d'activites				9780030920370					
Holt French, Bien Dit!® Level 3 Cahier d'activites Online Version (1-year subscription)				9780030941627					
Holt French, Bien Dit!® Level 3 Cahier d'activites Online Version (contract length subscription)				9780030920462					
Holt French, Bien Dit!® Level 3 Cahier de vocabulaire et grammaire				9780030920394					
Holt French, Bien Dit!® Level 3 Cahier de vocabulaire et grammaire Online Version (1-year subscription)				9780030941634					
Holt French, Bien Dit!® Level 3 Cahier de vocabulaire et grammaire Online Version (contract length subscription)				9780030920479					
Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Differentiated Practice and Assessment CD-ROM for Slower-Paced and Advanced Learners				9780030940934					
Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Grammar Tutor for Students of French				9780030920608					
Holt French, Bien Dit!® Level 3 Joie de lire! Advanced Reader				9780030656286					
Holt French, Bien Dit!® Level 3 Teaching Transparencies				9780030920578					
Holt French, Bien Dit!® Level 3 Audio CD Program				9780030920363					
Holt French, Bien Dit!® Level 3 DVD Program				9780030796487					
Holt French, Bien Dit!® Level 3 Interactive Tutor on CD-ROM				9780030920417					
Holt French, Bien Dit!® Level 3 Interactive Tutor on CD-ROM Site License				9780030920431					
Holt French, Bien Dit!® Level 3 Interactive Tutor on CD-ROM Network License				9780030920424					
Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM				9780030920615					
Holt French, Bien Dit!® Level 1A, 1B, 1, 2 and 3 Holt PuzzlePro® CD-ROM Site License				9780030920622					
Holt French, Bien Dit!® Level 3 Teacher's One-Stop Planner CD-ROM				9780030920455					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
<b>German</b>						
<b>Langenscheidt</b>	<b>geni@I A1 Multi-Media Student Pack (Textbook 978-3-468-96709-2, Workbook 978-3-468-96710-8, Intensive Trainer 978-3-468-98621-5, Glossary, 978-3-468-47560-3, CD-ROM 978-3-468-47560-3, Videotrainer 978-3-468-47548-1</b>	<b>Funk/Koenig/ Koithan/Scherling</b>	<b>2003</b>	<b>7-9</b>	<b>9783468986048</b>	<b>97%</b>
Notes: For use with international students. Text in German. Geni@I A1, A2, and B1 should be used as a complete set. 1A correlation is to level 1. Key Features:						
geni@I A1 Basic Student Pack Textbook 978-3-468-96709-2 Workbook 978-3-468-96710-8 Intensive Trainer 978-3-468-98621-5 Glossary 978-3-468-47560-3					978-3-468-98601-7	
<b>geni@I A2 Multi-Media Student Pack: Textbook 978-3-468-96714-6, Workbook 978-3-468-96715-3, Intensive Trainer 978-3-468-98622-2, Glossary 978-3-468-47580-1, CD-ROM 978-3-468-47577-1</b>	<b>Funk/Koenig/ Koithan/Scherling</b>	<b>2004</b>	<b>10</b>	<b>9783468986079</b>	<b>100%</b>	
Notes: For use with international students. Text in German. Geni@I A1, A2, and B1 should be used as a complete set. 1B correlation is to level 2. Key Features:						
geni@I A2 Basic Student Pack Textbook 978-3-468-96714-6 Workbook 978-3-468-96715-3 Intensive Trainer 978-3-468-98622-2 Glossary 978-3-468-47580-1					978-3-468-89605-5	
<b>geni@I B1 Basic Student Pack Textbook 978-3-468-96737-5 Workbook 978-3-468-47531-3 Intensive Trainer 978-3-468-47539-9</b>	<b>Funk/Koenig/ Koithan/Scherling</b>	<b>2004</b>	<b>11-12</b>	<b>9783468986086</b>	<b>100%</b>	
Notes: For use with international students. Text in German. Geni@I A1, A2, and B1 should be used as a complete set. B1 correlation is to level 3. Key Features:						

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
<b>Latin</b>							
<b>Glencoe/ McGraw-Hill</b>	<b>Latin For Americans Level 1</b>	<b>Ullman</b>	<b>2007</b>	<b>6-12</b>	<b>9780078742514</b>	<b>100%</b>	
	Notes: Must have teacher edition and all audio & video components. Key Features: Level 1 (Ullman, et al.) introduces your students to Latin with a carefully paced and logical presentation. Vocabulary, derivatives, and grammar are explained carefully and reinforced with group and paired activities and practice assessments. Culture is brought to life with colorful photos and the Glimpses of Roman Life feature.						
	Interactive Student Edition						9780078612510
	Teacher Annotated Edition (Free 1:35 Student Editions Purchased)						9780078742521
	Teacher Manual (free 1:50 student editions purchased)						9780078457807
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078456619
	ExamView® Pro CD-ROM (Free 1:50 Student Editions Purchased)						9780078451775
	<b>Latin For Americans Level 2</b>	<b>Ullman</b>	<b>2007</b>	<b>6-12</b>	<b>9780078742538</b>	<b>95%</b>	
	Notes: Must have teacher edition and all audio & video components. Key Features: Level 2 (Ullman, et al.) continues to build a strong foundation of grammar, vocabulary, culture, and reading that your students developed in Latin for Americans, Level 1. Students are introduced to Latin literature in Latin for Americans, Level 2.						
	Interactive Student Edition						9780078612527
	Teacher Annotated Edition (Free 1:35 Student Editions Purchased)						9780078742545
	Teacher Manual (free 1:50 student editions purchased)						9780078457814
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078456626
ExamView® Pro CD-ROM (Free 1:50 Student Editions Purchased)					9780078451799		
<b>Latin For Americans Level 3</b>	<b>Ullman</b>	<b>2007</b>	<b>6-12</b>	<b>9780078742552</b>	<b>84%</b>		
Notes: Must have teacher edition and all audio & video components. Key Features: Level 3 (Ullman, et al.) presents a wide range of Latin literature. Information about authors' lives, literary styles, and historical background is presented.							
Interactive Student Edition						9780078612534	
Teacher Annotated Edition (Free 1:35 Student Editions Purchased)						9780078742569	
<b>Pearson Education Inc., publishing as Prentice Hall</b>	<b>Ecce Romani, Level 1, Student Edition</b>	<b>Lawall</b>	<b>2009</b>	<b>9-12</b>	<b>9780133610895</b>	<b>Highly Recommended 93%</b>	
	Notes: Instruction requires teacher edition. Key Features:						
	Ecce Romani, Level 1, Teacher's Guide						9780133610949
	Ecce Romani, Level 1, Audio Program on CDs						9780133611090

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Pearson Education Inc., publishing as Prentice Hall	<b>Ecce Romani, Level 2, Student Edition</b>	<b>Lawall</b>	<b>2009</b>	<b>9-12</b>	<b>9780133610918</b>	<b>Highly Recommended 100%</b>
	Notes: Instruction requires teacher edition. Key Features:					
	Ecce Romani, Level 2, Interactive Textbook, 6 Year Online Access		2009	9-12	9780133611151	
	Ecce Romani, Level 2, Teacher's Guide		2009	9-12	9780133610963	
	Ecce Romani, Level 2, Audio Program on CDs		2009	9-12	9780133611106	
	<b>Ecce Romani, Level 3, Student Edition</b>	<b>Lawall</b>	<b>2009</b>	<b>9-12</b>	<b>9780133610901</b>	<b>Highly Recommended 100%</b>
Notes: Instruction requires teacher edition. Key Features:						
Ecce Romani, Level 3, Teacher's Guide with CD-ROM		2009	9-12	9780133610987		
<b>Spanish</b>						
Glencoe/McGraw-Hill	<b>¿Cómo te va?, Intro, Nivel rojo</b>	<b>Schmitt</b>	<b>2007</b>	<b>6-8</b>	<b>9780078769719</b>	<b>Highly Recommended 100%</b>
	Notes: Highly recommended for schools offering elective wheel or exploration electives as an introductory course. Key Features:					
	StudentWorks™ Plus CD-ROM				9780078746345	
	Teacher Wraparound Edition (Free 1:50 Student Editions purchased)				9780078769726	
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)				9780078605468	
	Complete TeacherTools Set (Free 1:50 Student Editions Purchased)				9780078605475	
	ExamView® Pro Testmaker CD-ROM (Free 1:50 Student Editions Purchased)				9780078605451	
	<b>¿Cómo te va?, Level A Nivel verde</b>	<b>Schmitt</b>	<b>2007</b>	<b>6-8</b>	<b>9780078769733</b>	<b>Highly Recommended 100%</b>
	Notes: Committee recommends the program be used with teacher edition and all ancillaries. Key Features:					
	StudentWorks™ Plus CD-ROM				9780078742774	
	Teacher Edition (Free 1:50 student editions purchased)				9780078769740	
TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)				9780078605536		
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078605543		
ExamView® Pro Testmaker CD-ROM (Free 1:50 Student Editions Purchased)				9780078605529		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>¿Cómo te va?, Level B Nivel azul</b>	<b>Schmitt</b>	<b>2007</b>	<b>6-8</b>	<b>9780078769757</b>	<b>Highly Recommended 100%</b>	
	Notes: Committee recommends the program be used with teacher edition and all ancillaries. Key Features: Created specifically for middle school Spanish students. ¿Cómo te va? B, Nivel azul is the third book in the ¿Cómo te va? series. With this exciting program, your students do more than just learn Spanish. They will live it—and love it— and so will you. Students move seamlessly from Nivel verde to ¿Cómo te va? B, Nivel azul because Unit 6 of Nivel verde is repeated as Unit 1 of Nivel azul. Additionally, Repasos A, B, C in Nivel azul provide a review of what was taught in Nivel verde. Your students are prepared to begin Glencoe's ¡Buen viaje! Level 2 when they have completed ¿Cómo te va? A, Nivel verde and ¿Cómo te va? B, Nivel azul. Each unit of ¿Cómo te va? includes required, recommended, and optional materials. The four major language skills—listening, speaking, reading, and writing—are supported with abundant opportunities for practicing Spanish in real-life situations.						
	StudentWorks™ Plus CD-ROM						9780078742798
	Teacher Edition (1:50 student editions purchased)						9780078769764
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078605604
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078605611
	ExamView® Pro Testmaker CD-ROM (Free 1:50 Student Editions Purchased)					9780078605598	
	<b>¡Asi se dice! Level 1</b>	<b>Schmitt</b>	<b>2009</b>	<b>6-12</b>	<b>9780078774003</b>	<b>88%</b>	
	Notes:						
	Key Features:						
	StudentWorks™ Plus CD-ROM						9780078886362
	Teacher Wraparound Edition (1:50 student editions purchased)						9780078804977
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078886324
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078881831	
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078886409	
<b>¡Asi se dice! Level 2</b>	<b>Schmitt</b>	<b>2009</b>	<b>6-12</b>	<b>9780078777837</b>	<b>96%</b>		
Notes:							
Key Features:							
StudentWorks™ Plus CD-ROM						9780078886379	
Teacher Wraparound Edition (1:50 Students Editions Purchased)						9780078804984	
TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078886331	
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078881855		
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078886416		
<b>¡Asi se dice! Level 3</b>	<b>Schmitt</b>	<b>2009</b>	<b>6-12</b>	<b>9780078777844</b>	<b>92%</b>		
Key Features:							
StudentWorks™ Plus CD-ROM						9780078886386	
Teacher Wraparound Editions (Free 1:50 Students Editions Purchased)						9780078804991	
TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078886348	
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078881879	
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078886423		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Glencoe/ McGraw-Hill	<b>¡Así se dice! Level 4</b>	<b>Schmitt</b>	<b>2009</b>	<b>6-12</b>	<b>9780078777851</b>	<b>92%</b>	
	Notes: Key Features: ¡Así se dice! is a comprehensive four-level Spanish program that offers flexibility to teachers and high-interest culture and communication activities for students. This program contains an engaging visual design and superior technology to meet the needs of your diverse student population. ¡Así se dice! level 1 contains 11 manageable chapters organized by themes. Chapters 10 and 11 are repeated again in level 2. Chapters 10 and 11 are repeated in level 3. Organized by regions level 4, expands, reviews and enriches learning through grammar review, journalism, and advanced literature.						
	StudentWorks™ Plus CD-ROM						9780078886393
	Teacher Wraparound Edition (Free 1:50 student editions purchased)						9780078805004
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078886355
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078882821
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078886430	
	<b>El español para nosotros Level 1</b>	<b>Schmitt</b>	<b>2006</b>	<b>9-12</b>	<b>9780078271502</b>	<b>Highly Recommended for native speakers Level 3 = 100%</b>	
	Notes: Highly recommended for Native Speakers Only. Requires teacher edition and ancillaries. Recommended as Resource Only when used for non-native level three students. Program focus on writing.						
	Key Features:						
	StudentWorks™ Plus CD-ROM						9780078689611
	Teacher Wraparound Edition (Free 1:50 student editions purchased)						9780078640667
	TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078679186
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078660016
	ExamView® Pro Testmaker CD-ROM (Free 1:50 Student Editions Purchased)					9780078679216	
<b>El español para nosotros Level 2</b>	<b>Schmitt</b>	<b>2006</b>	<b>9-12</b>	<b>9780078620034</b>	<b>Highly Recommended for native speakers Level 3/4 = 100%</b>		
Notes: Highly recommended for Native Speakers Only. Requires teacher edition and ancillaries. Recommended as Resource Only when used for non-native level three students. For native speakers learning to read/write Spanish.							
Key Features:							
StudentWorks™ Plus CD-ROM						9780078689628	
Teacher Wraparound Edition (Free 1:50 student edition purchased)						9780078640650	
TeacherWorks™ CD-ROM (Free 1:50 Student Editions Purchased)						9780078679223	
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078660023	
ExamView® Pro Testmaker CD-ROM (Free 1:50 Student Editions Purchased)					9780078679254		

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Holt McDougal	<b>¡Avancemos! Level 1a, Student Edition</b>	<b>Gahala, et. al.</b>	<b>2010</b>	<b>6-8</b>	<b>9780554025346</b>	<b>Highly Recommended 93%</b>	
	<p>Notes: Highly recommended with teacher edition and all ancillaries materials. Great balance for listening, reading and writing.</p> <p>Key Features: Was developed as a result of extensive quantitative and qualitative research with practicing Spanish teachers from throughout the United States. Based on this research, ¡Avancemos! (a) integrates culture as a cornerstone for meaningful communication; (b) provides clear goals, careful sequencing, and leveled activities that make practice purposeful; and (c) provides multiple opportunities for language learning that lasts through frequent and regular checkpoints within each lesson, as well as at the end of each lesson and unit. Language retention is further supported with the cumulative review following each unit, and the frequent recycling of previously-learned material, both within and between levels of the program.</p>						
	¡Avancemos! Level 1a, eEdition DVD-ROM						9780547278575
	¡Avancemos! Level 1a, eEdition Online (contract length subscription)						9780547278766
	¡Avancemos! Level 1a, eEdition Online (1 year subscription)						9780547278889
	¡Avancemos! Level 1a, Teacher's Edition						9780547255408
	¡Avancemos! Level 1a and 1b, Resource Manager Box						9780618765911
	¡Avancemos! Level 1a and 1b, Teacher's One-Stop Planner						9780547278636
	¡Avancemos! Level Level 1a, 1b, and 1, Best Practices Toolkit						9780618753215
	¡Avancemos! Level 1a, <i>Cuaderno para hispanohablantes</i> TE						9780618752256
	¡Avancemos! Level 1a, <i>Cuaderno: practica por niveles</i> TE						9780618750993
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> TE						9780618752515
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para todos</i> TE						9780618752317
	¡Avancemos! Level 1a, 1b, and 1, Differentiated Assessment Program						9780618801312
	¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaComics</i> with Fill-In Comic Book						9780618803460
	¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaComics</i> Class Set (25)						9780547241685
	¡Avancemos! Level 1a, <i>Cuaderna para hispanohablantes</i> with Review Bookmarks						9780618782666
	¡Avancemos! Level 1a, <i>Cuaderno: practica por niveles</i> with Review Bookmarks						9780618782154
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> with Audio CD						9780618802272
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> Class Set (25)						9780547241760
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas par todos</i> with Audio CD						9780618782093
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas par todos</i> with Test Preparation Class Set (25)						9780547241845
	¡Avancemos! Level 1a, 1b, and 1, @HomeTutor CD-ROM						9780618724499
	¡Avancemos! Level 1a, 1b, and 1, @HomeTutor CD-ROM Bundle (set of 25)						9780547241586
	¡Avancemos! Level 1a, 1b, and 1, Audio CD Program						9780618725014
	¡Avancemos! Level 1a, 1b, and 1, <i>Musica del mundo hispano</i> Audio CD						9780618866762
	¡Avancemos! Level 1a, 1b, and 1, Power Presentations CD-ROM						9780618802814
¡Avancemos! Level 1a, 1b, and 1, Sing Along Songs with Audio CD					9780618776801		
¡Avancemos! Level 1a, 1b, and 1, Video Program DVD					9780618585557		
¡Avancemos! Level 1a, 1b, and 1, AvanzaRap					9780554028712		



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*
Holt McDougal	<b>¡Avancemos! Level 1b, Student Edition</b>	<b>Gahala, et. al.</b>	<b>2010</b>	<b>6-8</b>	<b>9780554025353</b>	<b>Highly Recommended 100%</b>
	Notes: Highly recommended with teacher edition and all ancillaries materials. Great balance for listening, reading and writing. Key Features: Was developed as a result of extensive quantitative and qualitative research with practicing Spanish teachers from throughout the United States. Based on this research, ¡Avancemos! (a) integrates culture as a cornerstone for meaningful communication; (b) provides clear goals, careful sequencing, and leveled activities that make practice purposeful; and (c) provides multiple opportunities for language learning that lasts through frequent and regular checkpoints within each lesson, as well as at the end of each lesson and unit. Language retention is further supported with the cumulative review following each unit, and the frequent recycling of previously-learned material, both within and between levels of the program.					
	¡Avancemos! Level 1b, eEdition DVD-ROM				9780547278582	
	¡Avancemos! Level 1b, eEdition Online (contract length subscription)				9780547278773	
	¡Avancemos! Level 1b, eEdition Online (1 year subscription)				9780547278865	
	¡Avancemos! Level 1b, Teacher's Edition				9780547255415	
	¡Avancemos! Level 1a/1b, Resource Manager Box				9780618765911	
	¡Avancemos! Level 1a and 1b, Teacher's One-Stop Planner				9780547278636	
	¡Avancemos! Level 1a, 1b, and 1, Best Practices Toolkit				9780618753215	
	¡Avancemos! Level 1b, <i>Cuaderno para hispanohablantes</i> TE				9780618752270	
	¡Avancemos! Level 1b, <i>Cuaderno: practica por niveles</i> TE				9780618751006	
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> TE				9780618752515	
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para todos</i> TE				9780618752317	
	¡Avancemos! Level 1a, 1b, and 1, Differentiated Assessment Program				9780618801312	
	¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaComics</i> with Fill-In Comic Book				9780618803460	
	¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaComics</i> Class Set (25)				9780547241685	
	¡Avancemos! Level 1b, <i>Cuaderna para hispanohablantes</i> with Review Bookmarks				9780618782673	
	¡Avancemos! Level 1b, <i>Cuaderno: practica por niveles</i> with Review Bookmarks				9780618782178	
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> with Audio CD				9780618802272	
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> Class Set (25)				9780547241760	
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas par todos</i> with Audio CD				9780618782093	
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas par todos</i> with Test Preparation Class Set (25)				9780547241845	
	¡Avancemos! Level 1a, 1b, and 1, @HomeTutor CD-ROM				9780618724499	
	¡Avancemos! Level 1a, 1b, and 1, @HomeTutor CD-ROM Bundle (set of 25)				9780547241586	
	¡Avancemos! Level 1a, 1b, and 1, Audio CD Program				9780618725014	
	¡Avancemos! Level 1a, 1b, and 1, <i>Musica del mundo hispano</i> Audio CD				9780618866762	
	¡Avancemos! Level 1a, 1b, and 1, Power Presentations CD-ROM				9780618802814	
	¡Avancemos! Level 1a, 1b, and 1, Sing Along Songs with Audio CD				9780618776801	
	¡Avancemos! Level 1a, 1b, and 1, Video Program DVD				9780618585557	
	¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaRap</i>				9780554028712	

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Holt McDougal	<b>¡Avancemos! Level 1, Student Edition</b>	<b>Gahala, et. al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780554025315</b>	<b>100%</b>	
	Notes: Must use teacher edition, CDs, and ancillaries. Has good resources for culture Key Features: Was developed as a result of extensive quantitative and qualitative research with practicing Spanish teachers from throughout the United States. Based on this research, ¡Avancemos! (a) integrates culture as a cornerstone for meaningful communication; (b) provides clear goals, careful sequencing, and leveled activities that make practice purposeful; and (c) provides multiple opportunities for language learning that lasts through frequent and regular checkpoints within each lesson, as well as at the end of each lesson and unit. Language retention is further supported with the cumulative review following each unit, and the frequent recycling of previously-learned material, both within and between levels of the program.						
	¡Avancemos! Level 1, eEdition DVD-ROM						9780547278599
	¡Avancemos! Level 1, eEdition Online (contract length subscription)						9782547278780
	¡Avancemos! Level 1, eEdition Online (1 year subscription)						9780547278896
	¡Avancemos! Level 1, Teacher's Edition						9780547255378
	¡Avancemos! Level 1, Resource Manager Box						9780618752959
	¡Avancemos! Level 1, Teacher's One-Stop Planner						9780547278643
	¡Avancemos! Level 1a, 1b and 1, Best Practices Toolkit						9780618753215
	¡Avancemos! Level 1, <i>Cuaderno para hispanohablantes</i> TE						9780618752287
	¡Avancemos! Level 1, <i>Cuaderno: practica por niveles</i> TE						9780618751013
	¡Avancemos! Level 1a, 1b and 1, <i>Lecturas para hispanohablantes</i> TE						9780618752515
	¡Avancemos! Level 1a, 1b and 1, <i>Lecturas para todos</i> TE						9780618752317
	¡Avancemos! Level 1a, 1b and 1, Differentiated Assessment Program						9780618801312
	¡Avancemos! Level 1a, 1b and 1, <i>AvanzaComics</i> with Fill-In Comic Book						9780618803460
	¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaComics</i> Class Set (25)						9780547241685
	¡Avancemos! Level 1, <i>Cuaderna para hispanohablantes</i> with Review Bookmarks						9780618782680
	¡Avancemos! Level 1, <i>Cuaderno: practica por niveles</i> with Review Bookmarks						9780618782185
	¡Avancemos! Level 1a, 1b and 1, <i>Lecturas para hispanohablantes</i> with Audio CD						9780618802272
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas para hispanohablantes</i> Class Set (25)						9780547241760
	¡Avancemos! Level 1a, 1b and 1, <i>Lecturas par todos</i> with Audio CD						9780618782093
	¡Avancemos! Level 1a, 1b, and 1, <i>Lecturas par todos</i> with Test Preparation Class Set (25)						9780547241845
	¡Avancemos! Level 1a, 1b and 1, @HomeTutor CD-ROM						9780618724499
	¡Avancemos! Level 1a, 1b, and 1, @HomeTutor CD-ROM Bundle (set of 25)						9780547241586
	¡Avancemos! Level 1a, 1b and 1, Audio CD Program						9780618725014
	¡Avancemos! Level 1a, 1b and 1, <i>Musica del mundo hispano</i> Audio CD						9780618866762
	¡Avancemos! Level 1a, 1b and 1, <i>Musica del mundo hispano</i> CD Class Set (25)						9780547241616
	¡Avancemos! Level 1a, 1b and 1, Power Presentations CD-ROM						9780618802814
	¡Avancemos! Level 1a, 1b and 1, Sing Songs with Audio CD						9780618776801
	¡Avancemos! Level 1a, 1b and 1, Video Program DVD						9780618585557
¡Avancemos! Level 1a, 1b, and 1, <i>AvanzaRap</i>					9780554028712		

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Holt McDougal	<b>¡Avancemos! Level 2, Student Edition</b>	<b>Gahala, et. al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780554025322</b>	<b>97%</b>
	Notes: Must use teacher edition, CDs, and ancillaries. Has good resources for culture Key Features: Was developed as a result of extensive quantitative and qualitative research with practicing Spanish teachers from throughout the United States. Based on this research, ¡Avancemos! (a) integrates culture as a cornerstone for meaningful communication; (b) provides clear goals, careful sequencing, and leveled activities that make practice purposeful; and (c) provides multiple opportunities for language learning that lasts through frequent and regular checkpoints within each lesson, as well as at the end of each lesson and unit. Language retention is further supported with the cumulative review following each unit, and the frequent recycling of previously-learned material, both within and between levels of the program.					
	¡Avancemos! Level 2, eEdition DVD-ROM		2010	9-12	9780547278605	
	¡Avancemos! Level 2, eEdition Online (contract length subscription)		2010	9-12	9780547278797	
	¡Avancemos! Level 2, eEdition Online (1 year subscription)		2010	9-12	9780547278902	
	¡Avancemos! Level 2, Teacher's Edition		2010	9-12	9780547255385	
	¡Avancemos! Level 2, Resource Manager Box		2007	9-12	9780618752966	
	¡Avancemos! Level 2, Teacher's One-Stop Planner		2010	9-12	9780547278650	
	¡Avancemos! Level 2, Best Practices Toolkit		2007	9-12	9780618753260	
	¡Avancemos! Level 2, <i>Cuaderno para hispanohablantes</i> TE		2007	9-12	9780618752294	
	¡Avancemos! Level 2, <i>Cuaderno: practica por niveles</i> TE		2007	9-12	9780618751020	
	¡Avancemos! Level 2, <i>Lecturas para hispanohablantes</i> TE		2007	9-12	9780618752522	
	¡Avancemos! Level 2, <i>Lecturas para todos</i> TE		2007	9-12	9780618752324	
	¡Avancemos! Level 2, Differentiated Assessment Program		2007	9-12	9780618801329	
	¡Avancemos! Level 2, <i>AvanzaComics</i> with Fill-In Comic Book		2007	9-12	9780618803477	
	¡Avancemos! Level 2, <i>AvanzaComics</i> Class Set (25)		2007	9-12	9780547241647	
	¡Avancemos! Level 2, <i>Cuaderna para hispanohablantes</i> with Review Bookmarks		2007	9-12	9780618782697	
	¡Avancemos! Level 2, <i>Cuaderna para hispanohablantes</i>		2007	9-12	9780618765997	
	¡Avancemos! Level 2, <i>Cuaderno: practica por niveles</i> with Review Bookmarks		2007	9-12	9780618782192	
	¡Avancemos! Level 2, <i>Cuaderno: practica por niveles</i>		2007	9-12	9780618765942	
	¡Avancemos! Level 2, <i>Lecturas para hispanohablantes</i> with Audio CD		2007	9-12	9780618802302	
	¡Avancemos! Level 2, <i>Lecturas para hispanohablantes</i>		2007	9-12	9780618766079	
	¡Avancemos! Level 2, <i>Lecturas para hispanohablantes</i> Class Set (25)		2007	9-12	9780547241784	
	¡Avancemos! Level 2, <i>Lecturas par todos</i> with Audio CD		2007	9-12	9780618782109	
	¡Avancemos! Level 2, <i>Lecturas par todos</i>		2007	9-12	9780618766048	
	¡Avancemos! Level 2, <i>Lecturas par todos</i> with Test Preparation Class Set (25)		2007	9-12	9780547241708	
	¡Avancemos! Level 2, @HomeTutor CD-ROM		2007	9-12	9780618724505	
	¡Avancemos! Level 2, @HomeTutor CD-ROM Bundle (Set of 25)		2007	9-12	9780547241623	
	¡Avancemos! Level 2, Audio CD Program		2007	9-12	9780618725021	
	¡Avancemos! Level 2, <i>Musica del mundo hispano</i> Audio CD		2007	9-12	9780618866762	
¡Avancemos! Level 2, Power Presentations CD-ROM		2007	9-12	9780618802821		
¡Avancemos! Level 2, Sing Along Songs with Audio CD		2007	9-12	9780618776818		
¡Avancemos! Level 2, Video Program DVD		2007	9-12	9780618724475		
¡Avancemos! Level 2, AvanzaRap		2010	9-12	9780554030524		

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Holt McDougal	<b>¡Avancemos! Level 3, Student Edition</b>	<b>Gahala, et. al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780554025339</b>	<b>90%</b>
	<p>Notes: Must use teacher edition, CDs, and ancillaries. Has good resources for culture</p> <p>Key Features: Was developed as a result of extensive quantitative and qualitative research with practicing Spanish teachers from throughout the United States. Based on this research, ¡Avancemos! (a) integrates culture as a cornerstone for meaningful communication; (b) provides clear goals, careful sequencing, and leveled activities that make practice purposeful; and (c) provides multiple opportunities for language learning that lasts through frequent and regular checkpoints within each lesson, as well as at the end of each lesson and unit. Language retention is further supported with the cumulative review following each unit, and the frequent recycling of previously-learned material, both within and between levels of the program.</p>					
	¡Avancemos! Level 3, eEdition DVD-ROM	2010	9-12	9780547278612		
	¡Avancemos! Level 3, eEdition Online (contract length subscription)	2010	9-12	9780547278810		
	¡Avancemos! Level 3, eEdition Online (1 year subscription)	2010	9-12	9780547278803		
	¡Avancemos! Level 3, Teacher's Edition	2010	9-12	9780547255392		
	¡Avancemos! Level 3, Resource Manager Box	2007	9-12	9780618752973		
	¡Avancemos! Level 3, Teacher One-Stop Planner	2010	9-12	9780547278667		
	¡Avancemos! Level 3, Best Practices Toolkit	2007	9-12	9780618753277		
	¡Avancemos! Level 3, <i>Cuaderno para hispanohablantes</i> TE	2007	9-12	9780618752300		
	¡Avancemos! Level 3, <i>Cuaderno: practica por niveles</i> TE	2007	9-12	9780618751037		
	¡Avancemos! Level 3, <i>Lecturas para hispanohablantes</i> TE	2007	9-12	9780618752539		
	¡Avancemos! Level 3, <i>Lecturas para todos</i> TE	2007	9-12	9780618752331		
	¡Avancemos! Level 3, Differentiated Assessment Program	2007	9-12	9780618801336		
	¡Avancemos! Level 3, <i>AvanzaComics</i> with Fill-In Comic Book	2007	9-12	9780618803484		
	¡Avancemos! Level 3, <i>AvanzaComics</i> with Class Set (25)	2007	9-12	9780547241661		
	¡Avancemos! Level 3, <i>Cuaderna para hispanohablantes</i> with Review Bookmarks	2007	9-12	9780618782703		
	¡Avancemos! Level 3, <i>Cuaderna para hispanohablantes</i>	2007	9-12	9780618766000		
	¡Avancemos! Level 3, <i>Cuaderno: practica por niveles</i> with Review Bookmarks	2007	9-12	9780618782208		
	¡Avancemos! Level 3, <i>Cuaderno: practica por niveles</i>	2007	9-12	9780618765959		
	¡Avancemos! Level 3, <i>Lecturas para hispanohablantes</i> with Audio CD	2007	9-12	9780618802319		
	¡Avancemos! Level 3, <i>Lecturas para hispanohablantes</i>	2007	9-12	9780618766086		
	¡Avancemos! Level 3, <i>Lecturas para hispanohablantes</i> Class Set (25)	2007	9-12	9780547241791		
	¡Avancemos! Level 3, <i>Lecturas par todos</i> with Audio CD	2007	9-12	9780618782116		
	¡Avancemos! Level 3, <i>Lecturas par todos</i>	2007	9-12	9780618766055		
	¡Avancemos! Level 3, <i>Lecturas par todos</i> with Test Preparation Class Set (25)	2007	9-12	9780547241715		
	¡Avancemos! Level 3, @HomeTutor CD-ROM	2007	9-12	9780618724512		
¡Avancemos! Level 3, @HomeTutor CD-ROM Bundle (Set of 25)	2007	9-12	9780547241654			
¡Avancemos! Level 3, Audio CD Program	2007	9-12	9780618725038			
¡Avancemos! Level 2, 3 and 4, <i>Musica del mundo hispano</i> Audio CD	2007	9-12	9780618866762			
¡Avancemos! Level 3, Power Presentations CD-ROM	2007	9-12	9780618802838			
¡Avancemos! Level 3, Video Program DVD	2007	9-12	9780618724482			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Holt McDougal	<b>¡Avancemos! Level 4, Student Edition</b>	<b>Jarvis, Labredo</b>	<b>2010</b>	<b>9-12</b>	<b>9780554025308</b>	<b>100%</b>	
	Notes: Must use teacher edition, CDs, and ancillaries. Has good resources for culture Key Features: Was developed as a result of extensive quantitative and qualitative research with practicing Spanish teachers from throughout the United States. Based on this research, ¡Avancemos! (a) integrates culture as a cornerstone for meaningful communication; (b) provides clear goals, careful sequencing, and leveled activities that make practice purposeful; and (c) provides multiple opportunities for language learning that lasts through frequent and regular checkpoints within each lesson, as well as at the end of each lesson and unit. Language retention is further supported with the cumulative review following each unit, and the frequent recycling of previously-learned material, both within and between levels of the program.						
	¡Avancemos! Level 4, eEdition DVD-ROM			2010	9-12		9780547278629
	¡Avancemos! Level 4, eEdition Online (contract length subscription)			2010	9-12		9780547278827
	¡Avancemos! Level 4, eEdition Online (1 year subscription)			2010	9-12		9780547278759
	¡Avancemos! Level 4, Teacher's Edition			2010	9-12		9780554030906
	En Espanol Level 4, <i>Lecturas literarias</i> PE with Audio CD			2007	9-12		9780618661701
	En Espanol Level 4, <i>Lecturas literarias</i> TE			2007	9-12		9780618518180
	¡Avancemos! Level 4, Video Program DVD			2010	9-12		9780547278834
	¡Avancemos! Level 4, Cuaderno			2010	9-12		9780547255439
	¡Avancemos! Level 4, Cuaderno Teacher Edition			2010	9-12		9780547255446
	¡Avancemos! Level 4, Assessment Program			2010	9-12		9780547255422
	¡Avancemos! Level 4, Teacher's One Stop Planner			2010	9-12		9780547278674
	¡Avancemos! Level 4, <i>Musica del mundo hispano</i> Audio CD			2007	9-12		9780618866762
Holt McDougal	<b>Holt Advanced Spanish, Nuevas vistas, Curso de introducción Student Edition</b>	<b>Holt McDougal</b>	<b>2006</b>	<b>9-12</b>	<b>9780030736919</b>	<b>100%</b>	
	Notes: Recommended for heritage or native speakers. Key Features:						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción Student Edition CD-ROM						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción Teacher's Resource Binder						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción Assessment Program						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción <i>Cuaderno de practica</i>						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción Lesson Planner						
	AP® Language Preparation Student Workbook, 2007 Exam Edition						
	AP® Language Preparation Teacher's Resources, 2007 Exam Edition with Audio CD						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción Audio Compact Discs						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción DVD Program						
	Holt Advanced Spanish, Nuevas vistas, Holt PuzzlePro® CD-ROM						
	Holt Advanced Spanish, Nuevas vistas, Holt PuzzlePro® CD-ROM Site License						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción One Stop Planner® CD-ROM with ExamView® Pro Test Generator for Macintosh® and Windows®						
	Holt Advanced Spanish, Nuevas vistas, Curso de introducción Video Program						

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Holt McDougal	<b>Holt Advanced Spanish, Nuevas vistas, Curso uno Student Edition</b>	Holt McDougal	2006	9-12	9780030736926	100%	
	Notes: Recommended for heritage or native speakers.						
	Key Features: Is designed for students who have grown up with Spanish as a home language as well as for advanced English-speaking students of Spanish. Each of the six collections in Nuevas vistas Curso uno features a variety of readings throughout the chapter (at least two per collection) with pre- and post-reading and vocabulary activities to support them and help facilitate reading comprehension. A leer por tu cuenta reading selections allow students to attempt the readings on their own. In Elementos de literatura, students learn how to develop the skills needed for literary analysis. Students learn about plot, theme, irony, hyperbole, foreshadowing, and much more.						
	Holt Advanced Spanish, Nuevas vistas, Curso uno Student Edition CD-ROM						9780030361289
	Holt Advanced Spanish, Nuevas vistas, Curso uno Teacher's Resource Binder						9780030741579
	Holt Advanced Spanish, Nuevas vistas, Curso uno Assessment Program						9780030643880
	Holt Advanced Spanish, Nuevas vistas, Curso uno <i>Cuaderno de practica</i>						9780030643897
	Holt Advanced Spanish, Nuevas vistas, Curso uno Lesson Planner						9780030397745
	AP® Language Preparation Student Workbook, 2007 Exam Edition						9780030941832
	AP® Language Preparation Teacher's Resources, 2007 Exam Edition with Audio CD						9780030941825
	Holt Advanced Spanish, Nuevas vistas, Curso uno Audio Compact Discs						9780030643941
	Holt Advanced Spanish, Nuevas vistas, Curso uno DVD Program						9780030397790
	Holt Advanced Spanish, Nuevas vistas, Holt PuzzlePro® CD-ROM						9780030394072
	Holt Advanced Spanish, Nuevas vistas, Holt PuzzlePro® CD-ROM Site License						9780030413278
Holt Advanced Spanish, Nuevas vistas, Curso uno One Stop Planner® CD-ROM with ExamView® Pro Test Generator for Macintosh® and Windows®					9780030741494		
Holt Advanced Spanish, Nuevas vistas, Curso uno Video Program					9780030643910		
Holt McDougal	<b>Holt Advanced Spanish, Nuevas vistas, Curso dos Student Edition</b>	Holt McDougal	2006	9-12	9780030736940	100%	
	Notes: Recommended for heritage or native speakers.						
	Key Features:						
	Holt Advanced Spanish, Nuevas vistas, Curso dos Student Edition CD-ROM						9780030361289
	Holt Advanced Spanish, Nuevas vistas, Curso dos Teacher's Resource Binder						9780030509421
	Holt Advanced Spanish, Nuevas vistas, Curso dos Assessment Program						9780030643989
	Holt Advanced Spanish, Nuevas vistas, Curso dos <i>Cuaderno de practica</i>						9780030643996
	Holt Advanced Spanish, Nuevas vistas, Curso dos Lesson Planner						9780030397776
	AP® Language Preparation Student Workbook, 2007 Exam Edition						9780030941832
	AP® Language Preparation Teacher's Resources, 2007 Exam Edition with Audio CD						9780030941825
	Holt Advanced Spanish, Nuevas vistas, Curso dos Audio Compact Discs						9780030644047
	Holt Advanced Spanish, Nuevas vistas, Curso dos DVD Program						9780030397820
	Holt Advanced Spanish, Nuevas vistas, Holt PuzzlePro® CD-ROM						9780030394072
	Holt Advanced Spanish, Nuevas vistas, Holt PuzzlePro® CD-ROM Site License						9780030413278
Holt Advanced Spanish, Nuevas vistas, Curso dos One Stop Planner® CD-ROM with ExamView® Pro Test Generator for Macintosh® and Windows®					9780030509391		
Holt Advanced Spanish, Nuevas vistas, Curso dos Video Program					9780030644016		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Holt McDougal	<b>De paseo Student Edition</b>	<b>Long, Macián</b>	<b>2010</b>	<b>9-12</b>	<b>9780495803454</b>	<b>96%</b>	
	Notes:						
	Key Features:						
	De paseo Instructor's Annotated Edition						9781428290037
	De paseo Workbook/Lab Manual						9781428290020
	De paseo Audio CD Program						9781428290051
	De paseo PowerLecture CD with Instructor's Resource Manual						9781428290068
	De paseo Workbook Answer Key					9781428290044	
	<b>Abriendo puertas: Lenguaje Student Edition</b>	<b>Armen</b>	<b>2007</b>	<b>9-12</b>	<b>9780618633425</b>	<b>R Highly Recommend 65%</b>	
	Notes: Highly recommended as "Resource Only" for Spanish 4 or to an AP course.						
Key Features:							
Abriendo puertas: Lenguaje Teacher's Resource Manual					9780618633449		
Abriendo puertas: Lenguaje Audio Program					9780618832446		
Pearson Education Inc., publishing as Prentice Hall	<b>Realidades A, Student Edition (Print) with Realidades.com</b>	<b>Boyles, et al.</b>	<b>2011</b>	<b>7-8</b>	<b>9780133691702</b>	<b>92%</b>	
	Notes: Recommended for middle school program. Instruction needs to include teacher edition and CDs.						
	Key Features:						
	Realidades A, My eBook Student Edition (CD-ROM) with Realidades.com						9780133638295
	Realidades A, My eBook Student Edition (Online) with Realidades.com						9780133692136
	Realidades A, Teacher's Edition						9780133691764
	Realidades A, Teacher Express CD-ROM						9780133698251
	Realidades A, Audio Program			2004		9780130359902	
	<b>Realidades B, Student Edition (Print) with Realidades.com</b>	<b>Boyles, et al.</b>	<b>2011</b>	<b>7-8</b>	<b>9780133691719</b>	<b>93%</b>	
	Notes: Recommended for middle school program. Instruction needs to include teacher edition and CDs.						
	Key Features:						
Realidades B, My eBook Student Edition (CD-ROM) with Realidades.com					9780133638301		
Realidades B, My eBook Student Edition (Online) with Realidades.com					9780133692143		
Realidades B, Teacher's Edition					9780133691771		
Realidades B, Teacher Express CD-ROM					9780133698251		
Realidades B, Audio Program			2004	7-8	9780130359902		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Pearson Education Inc., publishing as Prentice Hall	<b>Realidades 1, Student Edition (Print) with Realidades.com</b>	<b>Boyles, et al.</b>	<b>2011</b>	<b>9-12</b>	<b>9780133691726</b>	<b>93%</b>	
	Notes: Instruction needs to include teacher edition and ancillaries. Key Features:						
	Realidades 1, My eBook Student Edition (CD-ROM) with Realidades.com		2011	9-12	9780133638318		
	Realidades 1, My eBook Student Edition (Online) with Realidades.com		2011	9-12	9780133692150		
	Realidades 1, Teacher's Edition		2011	9-12	9780133691788		
	Realidades 1, Teacher Express CD-ROM		2011	9-12	9780133698251		
	Realidades 1, Audio Program		2004	9-12	9780130359933		
	<b>Realidades 2, Student Edition (Print) with Realidades.com</b>	<b>Boyles, et al.</b>	<b>2011</b>	<b>9-12</b>	<b>9780133691733</b>	<b>100%</b>	
	Notes: Instruction needs to include teacher edition and ancillaries. Key Features:						
	Realidades 2, My eBook Student Edition (CD-ROM) with Realidades.com		2011	9-12	9780133638325		
	Realidades 2, My eBook Student Edition (Online) with Realidades.com		2011	9-12	9780133692174		
	Realidades 2, Teacher's Edition		2011	9-12	9780133691795		
	Realidades 2, Teacher Express CD-ROM		2011	9-12	9780133698275		
	Realidades 2, Audio Program		2004	9-12	9780130359940		
	<b>Realidades 3, Student Edition (Print) with Realidades.com</b>	<b>Boyles, et al.</b>	<b>2011</b>	<b>9-12</b>	<b>9780133691757</b>	<b>94%</b>	
	Notes: Instruction needs to include teacher edition and ancillaries. Key Features:						
	Realidades 3, My eBook Student Edition (CD-ROM) with Realidades.com		2011	9-12	9780133638332		
	Realidades 3, My eBook Student Edition (Online) with Realidades.com		2011	9-12	9780133692181		
	Realidades 3, Teacher's Edition		2011	9-12	9780133691801		
	Realidades 3, Teacher Express CD-ROM		2011	9-12	9780133698299		
Realidades 3, Audio Program		2004	9-12	9780130359957			
<b>Conexiones: Comunicación y cultura, Student Edition</b>	<b>Zayas-Bazán, et. al.</b>	<b>2010</b>	<b>11-12</b>	<b>9780131363403</b>	<b>96%</b>		
Notes: Instruction needs to include teacher edition and ancillaries. Key Features:							
Conexiones: Comunicación y cultura, Student Edition with 6-year access to MySpanishLab™				9780137012534			
Conexiones: Comunicación y cultura, Annotated Instructor's Edition				9780205647248			
Conexiones: Comunicación y cultura, Student Audio CDs to Accompany Text				9780205666706			
Conexiones: Comunicación y cultura, Audio CD to Accompany Student Activities Manual				9780205666782			
Conexiones: Comunicación y cultura, World Language Lab 10 Pack				9780131363601			



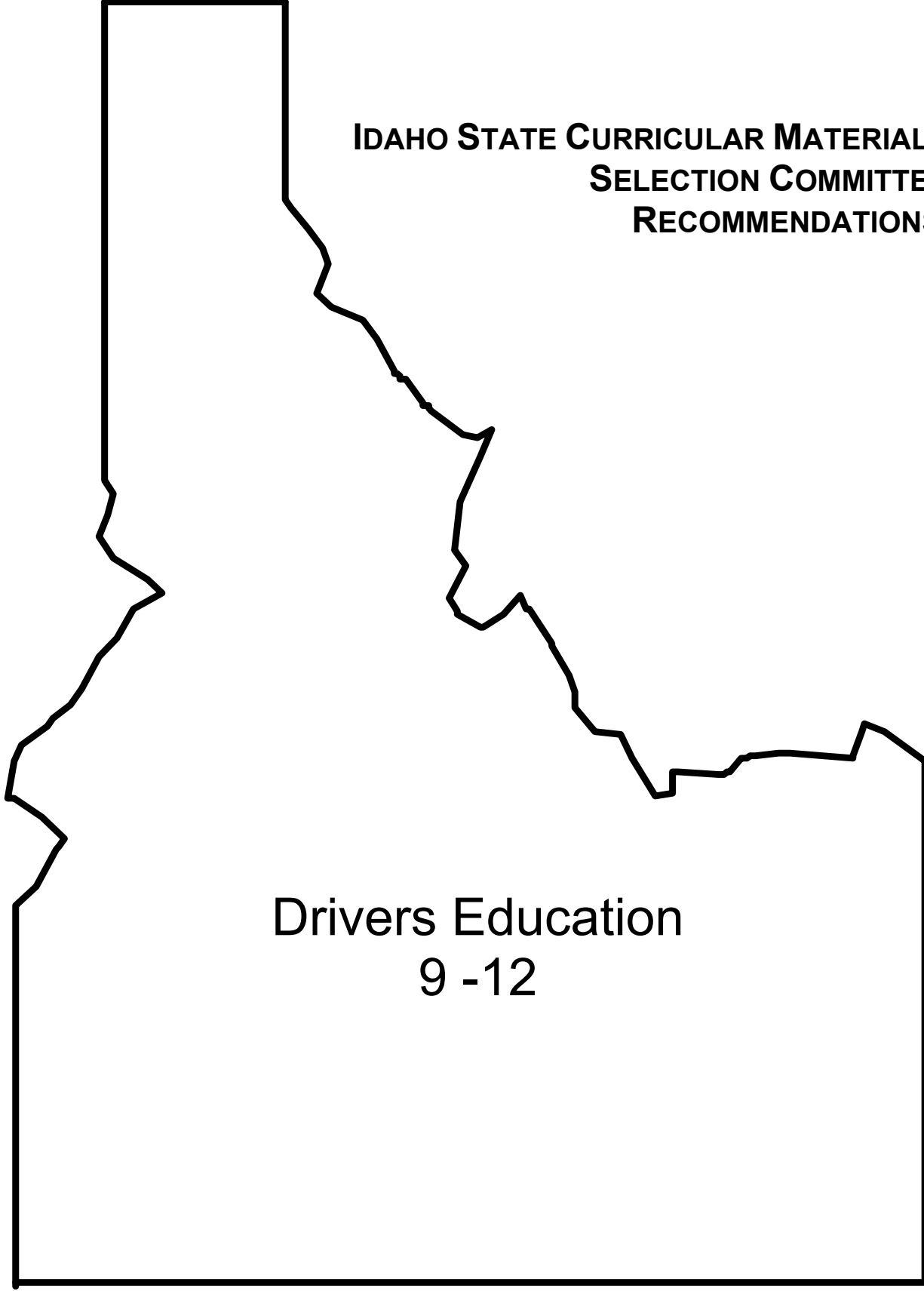
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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Vista Higher Learning	<b>DESCUBRE 1 Lengua y cultura del mundo hispanico (Student Edition)</b>	<b>Vista Higher Learning</b>	<b>2008</b>	<b>7-12</b>	<b>9781600072529</b>	<b>Highly Recommended 100%</b>	
	Notes: Instruction needs to include teacher edition and support materials. Key Features: Careful instructional design. Coherent exercise progression. Solid skill development in accurate, contemporary Spanish usage . Meaningful, effective, personalized context. Clear, logical presentation of grammar and syntax. Exciting contemporary cultural coverage of the Spanish-speaking world. Engaging instructional videos and media clips . Completely integrated website media, practice, animated tutorials, games, projects, assessment, and more.						
	DESCUBRE 1 Lengua y cultura del mundo hispanico - (Teacher Edition)						9781600072536
	DESCUBRE 1 Lengua y cultura del mundo hispanico - <i>Cuaderno de actividades</i> (workbook)						9781600072550
	DESCUBRE Level 1 Maestro® Supersite Passcode (Access to text's dedicated website)						9781600072604
	DESCUBRE Level 1 TEACHER RESOURCE BOX - (Includes Teacher Edition, Teacher Resource CD-Rom and DVD Set, Lab and Textbook Audio CDs, 2 Workbooks, Audio & Video Scripts, Testing Program, <i>Cancionero</i> )						9781600072727
	<b>DESCUBRE 2 Lengua y cultura del mundo hispanico (Student Edition)</b>	<b>Vista Higher Learning</b>	<b>2008</b>	<b>7-12</b>	<b>9781600072796</b>		<b>Highly Recommended 100%</b>
Notes: Instruction needs to include teacher edition and support materials. Key Features: DESCUBRE 2 moves seamlessly from DESCUBRE 1 with: Effective and efficient Leccion preliminar Careful instructional design; Coherent exercise progression; Solid skill development in accurate, contemporary Spanish usage; Meaningful, effective, personalized contexts; Clear, logical presentation of grammar and syntax ; Exciting contemporary cultural coverage of the Spanish-speaking world; Engaging instructional videos and media clips; Completely integrated website media, practice, animated tutorials, games, projects, assessment, and more.							
DESCUBRE 2 Lengua y cultura del mundo hispanico - (Teacher Edition)					9781600072802		
DESCUBRE 2 Lengua y cultura del mundo hispanico- <i>Cuaderno de actividades</i> (workbook)					9781600072826		
DESCUBRE Level 2 Maestro® Supersite Passcode - (Access to text's dedicated website)					9781600072871		
DESCUBRE Level 2 TEACHER RESOURCE BOX - (Includes Teacher Edition, Teacher Resource CD-Rom and DVD Set, Lab and Textbook Audio CDs, 2 Workbooks, Audio & Video Scripts, Testing Program, <i>Cancionero</i> )					9781600072994		

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**World Language  
Grades 6-12**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation*	
Vista Higher Learning	<b>DESCUBRE 3 Lengua y cultura del mundo hispánico (Student Edition)</b>	<b>Vista Higher Learning</b>	<b>2008</b>	<b>7-12</b>	<b>9781600073069</b>	<b>Highly Recommended 100%</b>	
	Notes: Instruction needs to include teacher edition and support materials. Key Features:						
	DESCUBRE 3 Lengua y cultura del mundo hispánico (Teacher Edition)						9781600073076
	DESCUBRE 3 Lengua y cultura del mundo hispánico - <i>Cuaderno de actividades</i> (workbook)						9781600073090
	DESCUBRE Level 3 Maestro® Supersite Passcode - (Access to text's dedicated website)						9781600073144
	DESCUBRE Level 3 TEACHER RESOURCE BOX - (Includes Teacher Edition, Teacher Resource CD-Rom and DVD Set, Lab and Textbook Audio CDs, 2 Workbooks, Audio & Video Scripts, Testing Program, <i>Cancionero</i> )						9781600073267

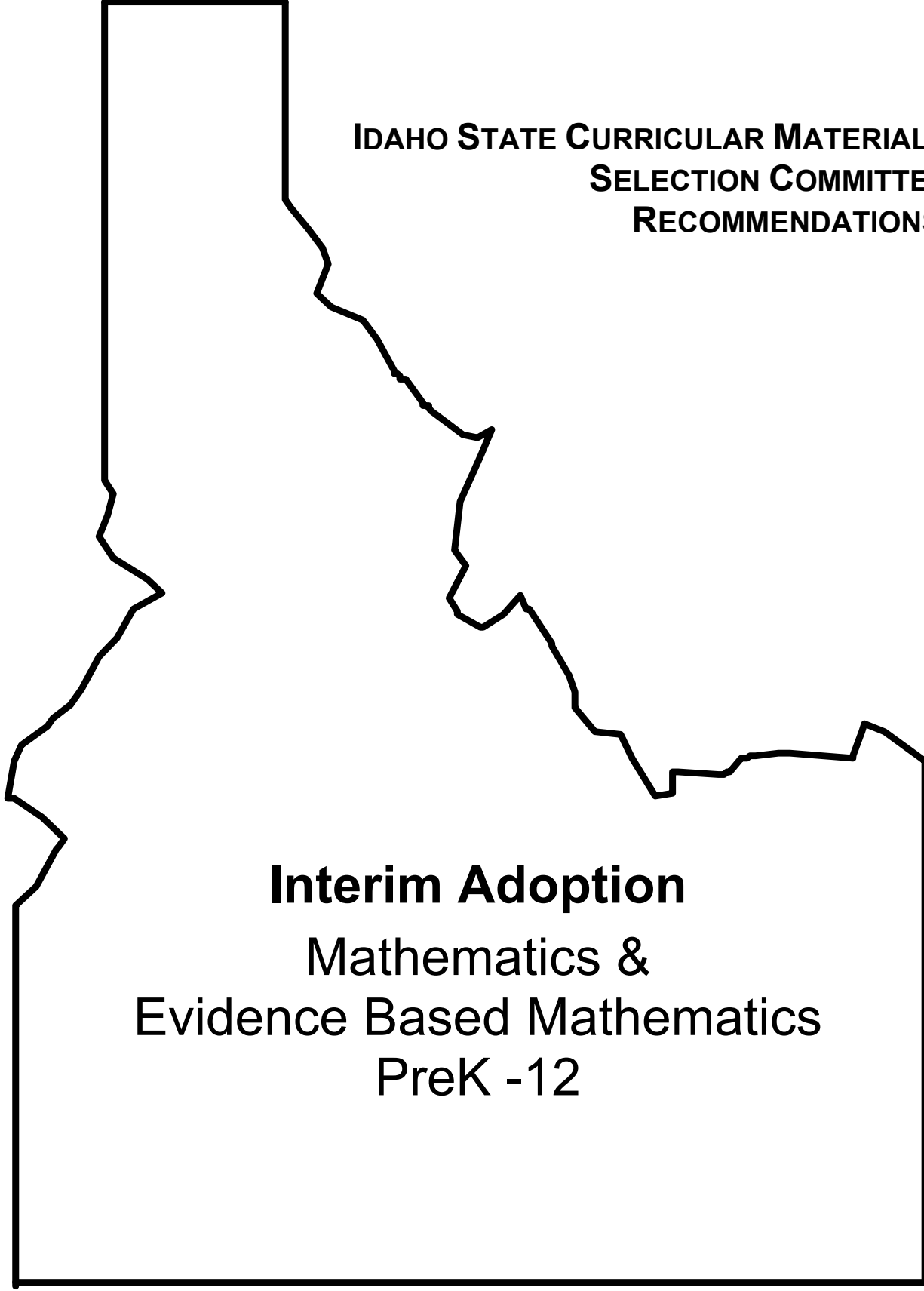


**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
RECOMMENDATIONS**

Drivers Education  
9 -12

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Glencoe / McGraw-Hill</b>	<b>Responsible Driving</b>	<b>AAA</b>	<b>2006</b>	<b>9-12</b>	<b>9780078678127</b>	<b>74%</b>	
	Notes:						
	Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)				9780078678134		
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)				9780078737770		
ExamView® Pro Testmaker Software (Free 1:50 Student Editions Purchased)				9780078730528			
<b>Pearson Ed. Inc, publishing as Prentice Hall</b>	<b>Drive Right, Student Edition</b>	<b>Owen Crabb, et al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780133612608</b>	<b>Highly Recommended 86%</b>	
	Notes:						
	Key Features:						
	Drive Right, Teacher's Edition				9780133612752		



**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
RECOMMENDATIONS**

**Interim Adoption  
Mathematics &  
Evidence Based Mathematics  
PreK -12**

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation		
<b>Houghton Mifflin Harcourt School Publishers</b> (Interim 2009)	<b>Math Expressions Teacher Edition (2 volumes)</b>	<b>Dr. Karen Fuson</b>	<b>2009</b>	<b>K</b>	<b>978-0-547-06079-8</b>	<b>90% NCTM = 94%</b>		
	Notes: Must purchase manipulatives kit. Key Features:							
	Math Expressions Student Activity Book (2 volumes)						978-0-547-06868-8	
	Anno's Counting Big Book						978-0-618-69735-9	
	Math Expressions Homework & Remembering Book (2 volumes)						978-0-547-06653-0	
	Math Expressions Homework & Remembering BLMs (2 volumes)						978-0-547-06711-7	
	Math Expressions Assessment Guide						978-0-547-06688-2	
	Math Expressions Teacher Resource Book						978-0-547-06654-7	
	Math Expressions Student Manipulatives Kit						978-0-547-25429-6	
	Math Expressions Custom Manipulatives Kit						978-0-547-06689-9	
	Math Expressions Manipulatives & Materials Kit						978-0-547-19789-0	
	Math Expressions Teacher Modeling Kit						978-0-547-05706-4	
	Math Expressions Differentiated Instruction Cards						978-0-547-06658-5	
	Math Expressions Center Challenges Easels						978-0-547-06646-2	
	Math Expressions Literature Library						978-0-547-15420-6	
	Lesson Planner CD-ROM						978-0-547-19767-8	
	<b>Houghton Mifflin Harcourt School Publishers</b> (Interim 2009)	<b>Math Expressions Teacher Edition (2 volumes)</b>	<b>Dr. Karen Fuson</b>	<b>2009</b>	<b>1</b>		<b>978-0-547-06078-1</b>	<b>93% NCTM = 94%</b>
		Notes: Must purchase manipulatives kit. Key Features:						
Math Expressions Teacher MathBoards					978-0-618-51049-8			
Math Expressions Student Activity Book (2 volumes)					978-0-547-06085-9			
Math Expressions Student MathBoards					978-0-618-51055-9			
Math Expressions Homework & Remembering Book (2 volumes)					978-0-547-06669-1			
Math Expressions Homework & Remembering BLMs (2 volumes)					978-0-547-06712-4			
Math Expressions Assessment Guide					978-0-547-06700-1			
Math Expressions Teacher Resources Book					978-0-547-06655-4			
Math Expressions Student Manipulatives Kit					978-0-547-25430-2			
Math Expressions Custom Manipulatives Kit					978-0-547-06693-6			
Math Expressions Manipulatives & Materials Kit					978-0-547-19783-8			
Math Expressions Teacher Modeling Kit					978-0-547-05714-9			
Math Expressions Differentiated Instruction Cards					978-0-547-06660-8			
Math Expressions Center Challenges Easels					978-0-547-06647-9			
Math Expressions Literature Library					978-0-547-15425-1			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Houghton Mifflin Harcourt School Publishers</b>	<b>Math Expressions (Continued)</b>		<b>2009</b>	<b>1</b>		
	Math Expressions Lesson Planner CD-ROM				978-0-547-19769-2	
	Math Expressions eStudent Activity Book CD-ROM				978-0-547-15518-0	
	Math Expressions eStudent Activity Book Online Single User 6-yr				978-0-547-15317-9	
	Math Expressions eTeacher Edition CD-ROM				978-0-547-15528-9	
	Math Expressions eTeacher Edition Online Single User 6-yr				978-0-547-15316-2	
	Math Expressions Test Generator CD-ROM				978-0-547-19784-5	
	Soar to Success Math				978-0-547-22426-8	
<b>Houghton Mifflin Harcourt School Publishers</b> (Interim 2009)	<b>Math Expressions Teacher Edition (2 volumes)</b>	<b>Dr. Karen Fuson</b>	<b>2009</b>	<b>2</b>	<b>978-0-547-06074-3</b>	<b>84% NCTM = 94%</b>
	Notes: Must purchase manipulatives kit. Key Features:					
	Math Expressions Teacher MathBoards				978-0-618-51049-8	
	Math Expressions Student Activity Book (2 volumes)				978-0-547-06084-2	
	Math Expressions Student MathBoards,				978-0-618-51055-9	
	Math Expressions Homework & Remembering Book (2 volumes)				978-0-547-06674-5	
	Math Expressions Homework & Remembering BLMs (2 volumes)				978-0-547-06713-1	
	Math Expressions Assessment Guide				978-0-547-06702-5	
	Math Expressions Teacher Resources Book				978-0-547-06656-1	
	Math Expressions Student Manipulatives Kit				978-0-547-25431-9	
	Math Expressions Custom Manipulatives Kit				978-0-547-06692-9	
	Math Expressions Manipulatives & Materials Kit				978-0-547-19795-1	
	Math Expressions Teacher Modeling Kit				978-0-547-05710-1	
	Math Expressions Differentiated Instruction Cards				978-0-547-06661-5	
	Math Expressions Center Challenge Easels				978-0-547-06648-6	
	Math Expressions Literature Library				978-0-547-15426-8	
	Math Expressions Lesson Planner CD-ROM				978-0-547-19770-8	
	Math Expressions eStudent Activity Book CD-ROM				978-0-547-15519-7	
	Math Expressions eStudent Activity Book Online Single User 6-yr				978-0-547-15302-5	
	Math Expressions eTeacher Edition Book CD-ROM				978-0-547-15523-4	
Math Expressions eTeacher Edition Book Online Single User 6-yr				978-0-547-15323-0		
Math Expressions Test Generator CD-ROM				978-0-547-19787-6		
	Soar to Success Math				978-0-547-22426-8	
<b>Houghton Mifflin Harcourt School Publishers</b> (Interim 2009)	<b>Math Expressions Teacher Edition (2 volumes)</b>	<b>Dr. Karen Fuson</b>	<b>2009</b>	<b>3</b>	<b>978-0-547-06055-2</b>	<b>84% NCTM = 94%</b>
	Notes: Must purchase manipulatives kit. Key Features:					
	Math Expressions Teacher MathBoards				978-0-618-51050-4	
	Math Expressions Student Activity Book (2 volumes)				978-0-547-06081-1	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Houghton Mifflin Harcourt School Publishers</b>	<b>Math Expressions (Continued)</b>		<b>2009</b>	<b>3</b>		
	Math Expressions Hardcover Student Activity Book				978-0-547-05753-8	
	Math Expressions Activity Workbook				978-0-547-15137-3	
	Math Expressions Student MathBoards,				978-0-618-51056-6	
	Math Expressions Homework & Remembering Book (2 volumes)				978-0-547-06677-6	
	Math Expressions Homework & Remembering BLMs (2 volumes)				978-0-547-06714-8	
	Math Expressions Assessment Guide				978-0-547-06704-9	
	Math Expressions Teacher Resources Book				978-0-547-06659-2	
	Math Expressions Student Manipulatives Kit				978-0-547-25432-6	
	Math Expressions Custom Manipulatives Kit				978-0-547-06695-0	
	Math Expressions Manipulatives & Materials Kit				978-0-547-19785-2	
	Math Expressions Teacher Modeling Kit				978-0-547-05711-8	
	Math Expressions Differentiated Instruction Cards				978-0-547-06664-6	
	Math Expressions Center Challenge Easels				978-0-547-06649-3	
	Math Expressions Literature Library				978-0-547-15427-5	
	Math Expressions Lesson Planner CD-ROM				978-0-547-19771-5	
	Math Expressions eStudent Activity Book CD-ROM				978-0-547-15527-2	
	Math Expressions eStudent Activity Book Online Single User 6-yr				978-0-547-15322-3	
	Math Expressions eTeacher Edition CD-ROM				978-0-547-15516-6	
	Math Expressions eTeacher Edition Online Single User 6-yr				978-0-547-15318-6	
Math Expressions Test Generator				978-0-547-19788-3		
Soar to Success Math				978-0-547-22426-8		
<b>Houghton Mifflin Harcourt School Publishers</b> (Interim 2009)	<b>Math Expressions Teacher Edition (2 volumes)</b>	<b>Dr. Karen Fuson</b>	<b>2009</b>	<b>4</b>	<b>978-0-547-06082-8</b>	<b>90% NCTM = 94%</b>
	Notes: Must purchase manipulatives kit.					
	Key Features:					
	Math Expressions Teacher MathBoards				978-0-547-21405-4	
	Math Expressions Student Activity Book (2 volumes)				978-0-547-06073-6	
	Math Expressions Hardcover Student Activity Book				978-0-547-05752-1	
	Math Expressions Activity Workbook				978-0-547-15139-7	
	Math Expressions Student MathBoards				978-0-618-51057-3	
	Math Expressions Homework & Remembering Book (2 volumes)				978-0-547-06684-4	
	Math Expressions Homework & Remembering BLMs (2 volumes)				978-0-547-06715-5	
	Math Expressions Assessment Guide				978-0-547-06705-6	
	Math Expressions Teacher Resources Book				978-0-547-06662-2	
	Math Expressions Student Manipulatives Kit				978-0-547-25433-3	
	Math Expressions Custom Manipulatives Kit				978-0-547-06694-3	
	Math Expressions Manipulatives & Materials Kit				978-0-547-19786-9	
Math Expressions Teacher Modeling Kit				978-0-547-05719-4		
Math Expressions Differentiated Instruction Cards				978-0-547-06657-8		
Math Expressions Center Challenge Easels				978-0-547-06650-9		
Math Expressions Literature Library				978-0-547-15428-2		



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Houghton Mifflin Harcourt School Publishers</b>	<b>Math Expressions (Continued)</b>		<b>2009</b>	<b>4</b>			
	Math Expressions Lesson Planner CD-ROM				978-0-547-19773-9		
	Math Expressions eStudent Activity Book CD-ROM				978-0-547-15524-1		
	Math Expressions eStudent Activity Book Online Single User 6-yr				978-0-547-15313-1		
	Math Expressions eTeacher Edition CD-ROM				978-0-547-15521-0		
	Math Expressions eTeacher Edition Online Single User 6-yr				978-0-547-15331-5		
	Math Expressions Test Generator CD-ROM				978-0-547-19790-6		
	Soar to Success Math				978-0-547-22426-8		
<b>Houghton Mifflin Harcourt School Publishers</b> (Interim 2009)	<b>Math Expressions Teacher Edition (2 volumes)</b>	<b>Dr. Karen Fuson</b>	<b>2009</b>	<b>5</b>	<b>978-0-547-06083-5</b>	<b>80% NCTM = 94%</b>	
	Notes: Must purchase manipulatives kit. Key Features:						
	Math Expressions Teacher MathBoards						978-0-618-51052-8
	Math Expressions Student Activity Book (2 volumes)						978-0-547-06045-3
	Math Expressions Hardcover Student Activity Book						978-0-547-05751-4
	Math Expressions Activity Workbook						978-0-547-15140-3
	Math Expressions Student MathBoards						978-0-618-51058-0
	Math Expressions Homework & Remembering Book (2 volumes)						978-0-547-06691-2
	Math Expressions Homework & Remembering BLMs (2 volumes)						978-0-547-06716-2
	Math Expressions Assessment Guide						978-0-547-06707-0
	Math Expressions Teacher Resources Book						978-0-547-06663-9
	Math Expressions Student Manipulatives Kit						978-0-547-25434-0
	Math Expressions Custom Manipulatives Kit						978-0-547-06699-8
	Math Expressions Manipulatives & Materials Kit						978-0-547-19782-1
	Math Expressions Teacher Modeling Kit						978-0-547-05712-5
	Math Expressions Differentiated Instruction Cards						978-0-547-06665-3
	Math Expressions Center Challenge Easels						978-0-547-06652-3
	Math Expressions Literature Library						978-0-547-15421-3
	Math Expressions Lesson CD-ROM						978-0-547-19774-6
	Math Expressions eStudent Activity Book CD-ROM						978-0-547-15530-2
	Math Expressions eStudent Activity Book Online Single User 6-yr						978-0-547-15319-3
	Math Expressions eTeacher Edition CD-ROM						978-0-547-15533-3
	Math Expressions eTeacher Edition Online Single User 6-yr						978-0-547-15327-8
Ways to Assess CD-ROM					978-0-547-19791-3		
Soar to Success Math					978-0-547-22426-8		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Scholastic Inc.</b> (Interim 2009)	<b>FASTT Math Enterprise Edition: School Plan Unlimited Site License</b>	<b>Ted Hasselbring</b>	<b>2007</b>	<b>3-5 (3-8)</b>	<b>978-0-545-11075-4</b>	<b>R Recommended w/ Reservations Grade 3 = 5% Grade 4 = 4% Grade 5= 2% NCTM 0%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Key Features:						
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Addition &amp; Subtraction A Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>2</b>	<b>978-0-545-09179-4</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 2= 27%, Great program for problem solving. Key Features: Created by Marilyn Burns, gives students who have fallen behind a chance to catch up and keep up. Focusing on numbers and operations—the cornerstone of Math education—Do The Math helps students in grades 2-8 build a solid foundation in computation, number sense, and problem solving for immediate and long-term learning. Do The Math helps students develop the skills they need to compute with accuracy and efficiency, the number sense they need to reason, and the ability to apply their skills and reasoning to solve problems.						
	Do The Math Addition & Subtraction A Whole-Class Module for 24 Students						978-0-545-09214-2
	<b>Do The Math Addition &amp; Subtraction B Whole-Class Module for 24 Students</b>						978-0-545-09217-3
	Do The Math Addition & Subtraction B WorkSpace (Consumable)						978-0-545-00999-7
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Addition &amp; Subtraction C Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>3-4</b>	<b>978-0-545-09181-7</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 3= 32%, Grade 4 = 17%. Great program for problem solving. Key Features: Created by Marilyn Burns, gives students who have fallen behind a chance to catch up and keep up. Focusing on numbers and operations—the cornerstone of Math education—Do The Math helps students in grades 2-8 build a solid foundation in computation, number sense, and problem solving for immediate and long-term learning. Do The Math helps students develop the skills they need to compute with accuracy and efficiency, the number sense they need to reason, and the ability to apply their skills and reasoning to solve problems.						
	Do The Math Addition & Subtraction C Whole-Class Module for 24 Students						978-0-545-09218-0
Do The Math Addition & Subtraction C WorkSpace (Consumable)					978-0-545-02228-6		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Multiplication A Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>3</b>	<b>978-0-545-09124-4</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Grade three correlation for all modules combined grade 3 = 32%. Great program for problem solving. Key Features: Created by Marilyn Burns, gives students who have fallen behind a chance to catch up and keep up. Focusing on numbers and operations—the cornerstone of Math education—Do The Math helps students in grades 2-8 build a solid foundation in computation, number sense, and problem solving for immediate and long-term learning. Do The Math helps students develop the skills they need to compute with accuracy and efficiency, the number sense they need to reason, and the ability to apply their skills and reasoning to solve problems.						
	Do The Math Multiplication A Whole-Class Module for 24 Students						978-0-545-09198-5
	Do The Math Multiplication A WorkSpace (Consumable)						978-0-545-00693-4
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Multiplication B Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>3-4</b>	<b>978-0-545-09128-2</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 3 = 32%, Grade 4 = 17%. Great program for problem solving. Key Features:						
	Do The Math Multiplication B Whole-Class Module for 24 Students						978-0-545-09199-2
	Do The Math Multiplication B WorkSpace (Consumable)						978-0-545-01004-7
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Division A Small- Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>4</b>	<b>978-0-54509182-4</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 4 = 17%. Great program for problem solving. Key Features:						
	Do The Math Division A Whole-Class Module for 24 Students						978-0-545-09201-2
	Do The Math Division AWorkSpace (Consumable)						978-0-545-01353-6

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Division B Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>4-5</b>	<b>978-0-545-09184-8</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 4 = 17%., Grade 5 = 17%. Great program for problem solving. Key Features:						
	<b>Do The Math Division B Whole-Class Module for 24 Students</b>						<b>978-0-545-09202-9</b>
	<b>Do The Math Division B WorkSpace (Consumable)</b>						<b>978-0-545-02250-7</b>
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Fractions A Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>4-5</b>	<b>978-0-545-09186-2</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 4 = 17%., Grade 5 = 17%. Great program for problem solving. Key Features:						
	<b>Do The Math Fractions A Whole-Class Module for 24 Students</b>						<b>978-0-545-09204-3</b>
	<b>Do The Math Fractions A WorkSpace (Consumable)</b>						<b>978-0-545-00988-1</b>
<b>Scholastic Inc.</b> (Interim 2009)	<b>Do The Math Multiplication C Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>4-6</b>	<b>978-0-545-09129-9</b>	<b>R Highly Recommended See notes NCTM 78%</b>	
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 4 = 17%., Grade 5 = 17%, Grade 6 = 21%. Great program for problem solving. Key Features: Created by Marilyn Burns, gives students who have fallen behind a chance to catch up and keep up. Focusing on numbers and operations—the cornerstone of Math education—Do The Math helps students in grades 2-8 build a solid foundation in computation, number sense, and problem solving for immediate and long-term learning. Do The Math helps students develop the skills they need to compute with accuracy and efficiency, the number sense they need to reason, and the ability to apply their skills and reasoning to solve problems.						
	<b>Do The Math Multiplication C Whole-Class Module for 24 Students</b>						<b>978-0-545-09200-5</b>
	<b>Do The Math Multiplication C WorkSpace (Consumable)</b>						<b>978-0-545-02241-5</b>

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Scholastic Inc. (Interim 2009)	<b>Do The Math Division C Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>5-6</b>	<b>978-0-545-09185-5</b>	<b>R Highly Recommended See notes NCTM 78%</b>
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 5 = 17%, Grade 6 = 21%. Great program for problem solving. Key Features:					
	Do The Math Division C Whole-Class Module for 24 Students				978-0-545-09203-6	
	Do The Math Division C Workspace (Consumable)				978-0-545-02260-6	
Scholastic Inc. (Interim 2009)	<b>Do The Math Fractions B Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>5-6</b>	<b>978-0-545-09187-9</b>	<b>R Highly Recommended See notes NCTM 78%</b>
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Must buy all modules for grade level. Correlation percentages are for all grade level modules combined: Grade 5 = 17%, Grade 6 = 21%. Great program for problem solving. Key Features:					
	Do The Math Fractions B Whole-Class Module for 24 Students				978-0-545-09205-0	
	Do The Math Fractions B Workspace (Consumable)				978-0-545-01684-1	
Scholastic Inc. (Interim 2009)	<b>Do The Math Fractions C Small-Group Module for 8 Students</b>	<b>Marilyn Burns</b>	<b>2008</b>	<b>5-6</b>	<b>978-0-545-09188-6</b>	<b>R Highly Recommended See notes NCTM 78%</b>
	Do The Math Fractions C Whole-Class Module for 24 Students				978-0-545-09206-7	
	Do The Math Fractions C Workspace (Consumable)				978-0-545-02270-5	
SkillsTutor – Houghton Mifflin Harcourt (Interim 2009)	<b>Math Fact Fluency</b>	<b>SkillsTutor</b>	<b>2008</b>	<b>3-4</b>	<b>9780547291543</b>	<b>R Recommended w/ Reservations 2% NCTM 0%</b>
	Notes: "Resource Only". Intervention tool for goal 1.2. Key Features:					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation						
SRA/ McGraw-Hill (Interim 2009)	<b>SRA Number Worlds Level F Intervention Package</b>	Griffin et al.	2007	4-8	9780076052936	<b>EBIM Recommended w/ Reservations Grade 4= 64% Grade 5 = 73% Grade 6 = 73% Grade 7= 84% Grade 8 = 88% NCTM 81%</b>						
							Notes: Evidence based, somewhat rigorous. Interventions do not come up to grade level. Correlation percentages are for all levels combined.					
							Key Features:					
							<i>SRA Number Worlds Student Workbooks Level F Complete Pack (30 pack)</i>					9780076053223
							Student Workbook Level F (5 pack) Number Sense					9780076053179
							Student Workbook Level F (5 pack) Number Patterns					9780076053186
							Student Workbook Level F (5 pack) Addition/Subtraction					9780076053193
							Student Workbook Level F (5 pack) Multiplication					9780076053209
							Student Workbook Level F (5 pack) Geometry					9780076053216
							Student Workbook Level F (5 pack) Data Analysis					9780076054039
							Level F Teacher Edition					9780076053407
							Level F Assessment Package					9780076090891
							Level F Plus Pack					9780076110292
SRA/ McGraw-Hill (Interim 2009)	<b>SRA Number Worlds Level G Intervention Package</b>	Griffin et al.	2007	4-8	9780076052943	<b>See correlations above</b>						
							Notes: Evidence based, somewhat rigorous. Interventions do not come up to grade level. Correlation percentages are for all levels combined.					
							Key Features:					
							<i>SRA Number Worlds Student Workbooks Level G Complete Set ( 30 pack)</i>					9780076053285
							Student Workbook Level G (5 pack) Number Sense					9780076053230
							Student Workbook Level G (5 pack) Number Patterns					9780076053247
							Student Workbook Level G (5 pack) Multiplication					9780076053254
							Student Workbook Level G (5 pack) Division					9780076053261
							Student Workbook Level G (5 pack) Geometry					9780076053278
							Student Workbook Level G (5 pack) Data Analysis					4-8 9780076054046
							Level G Teacher Edition					4-8 9780076053414
							Level G Assessment Package					4-8 9780076090907

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>SRA/ McGraw-Hill</b> (Interim 2009)	<b>SRA Number Worlds Level H Intervention Package</b>	<b>Griffin et al.</b>	<b>2007</b>	<b>4-8</b>	<b>9780076052950</b>	<b>See correlations above</b>	
	Notes: Evidence based, somewhat rigorous. Interventions do not come up to grade level. Correlation percentages are for all levels combined. Key Features:						
	<i>SRA Number Worlds Student Workbooks Level H Complete Set ( 30 pack)</i>						9780076053346
	Student Workbook Level H (5 pack) Number Sense						9780076053292
	Student Workbook Level H (5 pack) Number Patterns						9780076053308
	Student Workbook Level H (5 pack) Fractions						9780076053315
	Student Workbook Level H (5 pack) Multiply/Divide						9780076053322
	Student Workbook Level H (5 pack) Geometry						9780076053339
	Student Workbook Level H (5 pack) Data Analysis						9780076054053
	Level H Teacher Edition						9780076053421
Level H Assessment Package					9780076090914		
<b>SRA/ McGraw-Hill</b> (Interim 2009)	<b>SRA Number Worlds Level I Intervention Package</b>	<b>Griffin et al.</b>	<b>2008</b>	<b>4-8</b>	<b>9780076122875</b>	<b>See correlations above</b>	
	Notes: Evidence based, somewhat rigorous. Interventions do not come up to grade level. Correlation percentages are for all levels combined. Key Features:						
	<i>SRA Number Worlds Level I Complete Set Student Books (30 Pack)</i>						9780076123643
	Data Analysis & Applications Workbook (5 pack)						9780076123636
	Geometry & Measurement Workbook (5 pack)						9780076123629
	Number Sense Workbook (5 pack)						9780076123582
	Operation Sense & Computation Workbook (5 pack)						9780076123599
	Proportional Reasoning Workbook (5 pack)						9780076123605
	Algebra Workbook (5 pack)						9780076123612
	Level I Teacher Edition						9780076145447
	Level I Assessment BLM						9780076123957
	Level I Practice BLM						9780076145218
	Level I Instructional Activity Cards						9780076123841
	Level I English Learner Support Guide						9780076124145
	Level I Plus Package						9780076176861
	Level I eTextbook CD						9780076145416

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>SRA/ McGraw-Hill</b> (Interim 2009)	<b>SRA Number Worlds Level J Intervention Package</b>	<b>Griffin et al.</b>	<b>2008</b>	<b>4-8</b>	<b>9780076122882</b>	<b>See correlations above</b>	
	Notes: Evidence based, somewhat rigorous. Interventions do not come up to grade level. Correlation percentages are for all levels combined. Key Features:						
	<i>SRA Number Worlds Level J Complete Set Student Books (30 Pack)</i>					9780076123711	
	<i>Algebra: Functions and Graphs Workbook (5 pack)</i>					9780076123681	
	<i>Data Analysis &amp; Applications Workbook (5 pack)</i>					9780076123704	
	<i>Geometry &amp; Measurement Workbook (5 pack)</i>					9780076123698	
	<i>Expressions and Equations Workbook (5 pack)</i>					9780076123667	
	<i>Number Sense Workbook (5 pack)</i>					9780076123650	
	<i>Rational Numbers and Proportional Reasoning Workbook (5 pack)</i>					9780076123674	
	<i>Level J Teacher Edition</i>					9780076145454	
	<i>Level J Assessment BLM</i>					9780076123964	
	<i>Level J Practice BLM</i>					9780076145225	
	<i>Level J Instructional Activity Cards</i>					9780076123858	
	<i>Level J English Learner Support Guide</i>					9780076124152	
	<i>Level J Plus Package</i>					9780076176878	
	<i>Level J eTextbook CD</i>					9780076145423	
	<i>Additional components Level A-J</i>						
	<i>eAssess CD-ROM (Levels A-H)</i>					9780076053575	
	<i>eAssess CD-ROM (Levels H-J)</i>					9780076181728	
	<i>eMath Tools CD-ROM (Levels A-J)</i>					9780076059706	
	<i>Building Blocks CD-ROM (Levels A-J)</i>					9780076145317	
	<i>Building Blocks Online Site License, 1-year, per building (Levels A-J)</i>					9780076194575	
	<i>Building Blocks Online Site License, 1-year, per student (Levels A-J)</i>					9780076179589	
<i>Number Knowledge Test (Levels A-J)</i>					9780076124220		
<i>Vocabulary Card Package I (Levels A-J)</i>					9780076124251		
<i>Vocabulary Card Package II (Levels A-J)</i>					9780076124268		
<b>Teacher Created Materials</b> (Interim 2009)	<b>Exploring Math: An Intervention &amp; Reinforcement Resource (Level A)</b>	<b>Teacher Created Materials Staff</b>	<b>03/01/2005</b>	<b>1</b>	<b>9780743987714</b>	<b>R 73% NCTM 83%</b>	
	Notes: Comprehensive intervention program. Key Features:						
<b>Teacher Created Materials</b> (Interim 2009)	<b>Exploring Math: An Intervention &amp; Reinforcement Resource (Level B)</b>	<b>Teacher Created Materials Staff</b>	<b>11/01/2004</b>	<b>2</b>	<b>9780743987721</b>	<b>R 76% NCTM 83%</b>	
	Notes: Comprehensive intervention program. Key Features:						



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Teacher Created Materials (Interim 2009)	<b>Exploring Math: An Intervention &amp; Reinforcement Resource (Level C)</b>	Teacher Created Materials Staff	06/01/2004	3	9780743987738	R 62% NCTM 83%
	Notes: Comprehensive intervention program. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Exploring Math: An Intervention &amp; Reinforcement Resource (Level D)</b>	Teacher Created Materials Staff	11/01/2004	4	9780743987745	R 71% NCTM 83%
	Notes: Comprehensive intervention program. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Exploring Math: An Intervention &amp; Reinforcement Resource (Level E)</b>	Teacher Created Materials Staff	04/01/2005	5	9780743987752	R 76% NCTM 83%
	Notes: Comprehensive intervention program. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 1)</b>	Teacher Created Materials Staff	05/20/2008	1	9781433301278	R 73% NCTM 83%
	Notes: Comprehensive intervention program. Six week program. Teacher Resource Guide and PowerPoint access required. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 2)</b>	Teacher Created Materials Staff	04/24/2008	2	9781433301285	R 42% NCTM 83%
	Notes: Comprehensive intervention program. Six week program. Teacher Resource Guide and PowerPoint access required. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 3)</b>	Teacher Created Materials Staff	01/17/2008	3	9781433301292	R 55% NCTM 83%
	Notes: Comprehensive intervention program. Six week program. Teacher Resource Guide and PowerPoint access required.					

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**Mathematics**  
**PreK -5**

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 4)</b>	Teacher Created Materials Staff	04/03/2008	4	9781433301308	R 57% NCTM 83%
	Notes: Comprehensive intervention program. Six week program. Teacher Resource Guide and PowerPoint access required. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 5)</b>	Teacher Created Materials Staff	05/19/2008	5	9781433301315	R 44% NCTM 83%
	Notes: Comprehensive intervention program. Six week program. Teacher Resource Guide and PowerPoint access required. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 6)</b>	Teacher Created Materials Staff	05/20/2008	6	9781433301322	R 32% NCTM 89%
	Notes: Comprehensive intervention program. Teacher Resource Guide and PowerPoint access required. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 7)</b>	Teacher Created Materials Staff	05/27/2008	7	9781433301339	R 55% NCTM 89%
	Notes: Comprehensive intervention program. Teacher Resource Guide and PowerPoint access required. Key Features:					
Teacher Created Materials (Interim 2009)	<b>Targeted Math Intervention: for Summer School, After School, and Other Instructional Programs (Level 8)</b>	Teacher Created Materials Staff	05/27/2008	8	9781433301346	R 32% NCTM 89%
	Notes: Comprehensive intervention program. Teacher Resource Guide and PowerPoint access required. Key Features:					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Big Ideas Learning LLC</b> (Interim 2009)	<b>Big Ideas Math (Pupil Edition)</b>	<b>Ron Larson and Laurie Boswell</b>	<b>2010</b>	<b>6</b>	<b>9781608400133</b>	<b>82% NCTM = 100%</b>	
	Key Features: Is a focal points curriculum. By narrowing the focus and taking each concept deeper, students have the opportunity to process and understand the mathematics. The program blends inquiry with direct instruction providing a complete instructional model that helps students make and investigate mathematical conjectures, as well as develop and evaluate mathematical arguments. Lessons build on previous knowledge, helping students make important mathematical connections. The program has extensive resources to support a diverse population, including integrated differentiated instruction. Lesson tutorials support independent work, such as homework and remediation. Both formal and authentic ongoing assessment is provided to help guide instruction. Throughout the program students are required to communicate, both orally and through writing, their knowledge and understanding of the mathematical concepts they are learning. The program helps students use a variety of problem solving strategies as well as build mathematical knowledge and confidence through problem solving.						
	Big Ideas Math Pupil Edition with English and Spanish Audio, Record and Practice Journal, Skills Review Handbook, and Basic Skills Handbook CD-ROM (One per teacher, upon request, with permission to copy)						9781608400881
	Big Ideas Math Interactive Pupil Edition with English and Spanish Audio Online (One online access per pupil edition purchased, each year of the contract, upon request)						9781608401062
	Big Ideas Math Teaching Edition (One per teacher, choice of Teaching Edition print OR Teaching Edition CD-ROM, upon request)						9781608400164
	Big Ideas Math Teaching Edition CD-ROM (One per teacher, choice of Teaching Edition print OR Teaching Edition CD-ROM, upon request)						9781608400911
	Big Ideas Math Teaching Edition Online (One online access per teacher, each year of the contract, upon request)						9781608401079
	Big Ideas Math Record and Practice Journal (One per pupil edition purchased, first year of implementation, and one per teacher, upon request)						9781608400331
	Big Ideas Math Record and Practice Journal Online (One online access per pupil edition purchased, each year of the contract, upon request)						9781608401093
	Big Ideas Math Record and Practice Journal Answer Key (One per teacher, upon request)						9781608400485
	Big Ideas Math Record and Practice Journal Answer Key Online (One online access per teacher, each year of the contract, upon request)						9781608401109
	Big Ideas Math Assessment Book (One per teacher, upon request)						9781608400362
	Big Ideas Math Assessment Book Online (One online access per teacher, each year of the contract, upon request)						9781608401116
	Big Ideas Math Resources by Chapter (One per teacher, upon request)						9781608400393
	Big Ideas Math Resources by Chapter Online (One online access per teacher, each year of the contract, upon request)						9781608401130
	Big Ideas Math Dynamic Classroom Online (One online access per teacher, each year of the contract, upon request)						9781608401161
	Big Ideas Math Lesson Tutorials CD-ROM (One per teacher, upon request, with permission to copy)						9781608400829
	Big Ideas Math Lesson Tutorials Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)						9781608401086

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Big Ideas Learning LLC</b> (Interim 2009)	<b>Big Ideas Math (Continued)</b>		<b>2010</b>	<b>6</b>			
	Big Ideas Math Differentiating the Lesson Online (One online access per teacher, each year of the contract, upon request)				9781608401147		
	Big Ideas Math Worked –Out Solutions Online (One online access per teacher, each year of the contract, upon request)				9781608401123		
	Big Ideas Math Skills Review Handbook Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)				9781608401185		
	Big Ideas Math Basic Skills Handbook Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)				9781608401192		
	Big Ideas Math Editable Ancillary CD-ROM: Record and Practice Journal, Record and Practice Journal Answer Key, Assessment Book, Resources by Chapter, Worked-Out Solutions, Differentiating the Lesson, Lesson Plans, Skills Review Handbook , and Basic Skills Handbook (One per teacher, upon request)				9781608401031		
	Big Ideas Math Idaho Essential Skills CD-ROM (One per teacher, upon request)				9781608401345		
	Big Ideas Math Dynamic Assessment CD-ROM Package includes Test Generator CD-ROM, Quiz Show CD-ROM and Vocabulary Puzzle Builder CD-ROM (One per teacher, upon request)				9781608400317		
<b>Big Ideas Learning LLC</b> (Interim 2009)	<b>Big Ideas Math (Pupil Edition)</b>	<b>Ron Larson and Laurie Boswell</b>	<b>2010</b>	<b>7</b>	<b>9781608400140</b>	<b>90% NCTM = 100%</b>	
	Notes:						
	Key Features:						
	Big Ideas Math Pupil Edition with English and Spanish Audio, Record and Practice Journal, Skills Review Handbook, and Basic Skills Handbook CD-ROM (One per teacher, upon request, with permission to copy)				9781608400898		
	Big Ideas Math Interactive Pupil Edition with English and Spanish Audio Online (One online access per pupil edition purchased, each year of the contract, upon request)				9781608401208		
	Big Ideas Math Teaching Edition (One per teacher, choice of Teaching Edition print OR Teaching Edition CD-ROM, upon request)				9781608400171		
	Big Ideas Math Teaching Edition CD-ROM (One per teacher, choice of Teaching Edition print OR Teaching Edition CD-ROM, upon request)				9781608400928		
	Big Ideas Math Teaching Edition Online (One online access per teacher, each year of the contract, upon request)				9781608401215		
	Big Ideas Math Record and Practice Journal (One per pupil edition purchased, first year of implementation, and one per teacher, upon request)				9781608400348		
	Big Ideas Math Record and Practice Journal Online (One online access per pupil edition purchased, each year of the contract, upon request)				9781608401239		
	Big Ideas Math Record and Practice Journal Answer Key (One per teacher, upon request)				9781608400492		
	Big Ideas Math Record and Practice Journal Answer Key Online (One online access per teacher, each year of the contract, upon request)				9781608401246		
	Big Ideas Math Assessment Book (One per teacher, upon request)				9781608400379		
	Big Ideas Math Assessment Book Online (One online access per teacher, each year of the contract, upon request)				9781608401253		
	Big Ideas Math Resources by Chapter (One per teacher, upon request)				9781608400409		
Big Ideas Math Resources by Chapter Online (One online access per teacher, each year of the contract, upon request)				9781608401277			
Big Ideas Math Dynamic Classroom Online (One online access per teacher, each year of the contract, upon request)				9781608401307			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Big Ideas Learning LLC</b> (Interim 2009)	<b>Big Ideas Math (Continued)</b>		<b>2010</b>	<b>7</b>		
	Big Ideas Math Lesson Tutorials CD-ROM (One per teacher, upon request, with permission to copy)				9781608400836	
	Big Ideas Math Lesson Tutorials Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)				9781608401222	
	Big Ideas Math Dynamic Lesson Planning Tool CD-ROM (One per teacher, upon request)				9781608400867	
	Big Ideas Math Lesson Plans Online (One online access per teacher, each year of the contract, upon request)				9781608401314	
	Big Ideas Math Dynamic Teaching CD-ROM Package includes Answer Presentation Tool CD-ROM and Dynamic Classroom CD-ROM (One per teacher, upon request)				9781608400959	
	Big Ideas Math Answer Presentation Tool Online (One online access per teacher, each year of the contract, upon request)				9781608401291	
	Big Ideas Math Differentiating the Lesson Online (One online access per teacher, each year of the contract, upon request)				9781608401284	
	Big Ideas Math Worked –Out Solutions Online (One online access per teacher, each year of the contract, upon request)				9781608401260	
	Big Ideas Math Skills Review Handbook Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)				9781608401321	
	Big Ideas Math Basic Skills Handbook Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)				9781608401338	
	Big Ideas Math Editable Ancillary CD-ROM: Record and Practice Journal, Record and Practice Journal Answer Key, Assessment Book, Resources by Chapter, Worked-Out Solutions, Differentiating the Lesson, Lesson Plans, Skills Review Handbook, and Basic Skills Handbook (One per teacher, upon request)				9781608401048	
	Big Ideas Math Idaho Essential Skills CD-ROM (One per teacher, upon request)				9781608401345	
Big Ideas Math Dynamic Assessment CD-ROM Package includes Test Generator CD-ROM, Quiz Show CD-ROM and Vocabulary Puzzle Builder CD-ROM (One per teacher, upon request)				9781608400317		
<b>Big Ideas Learning LLC</b> (Interim 2009)	<b>Big Ideas Math (Pupil Edition)</b>	<b>Ron Larson and Laurie Boswell</b>	<b>2010</b>	<b>8</b>	<b>9781608400157</b>	<b>82% NCTM = 100%</b>
	Notes: Key Features: Is a focal points curriculum. By narrowing the focus and taking each concept deeper, students have the opportunity to process and understand the mathematics. The program blends inquiry with direct instruction providing a complete instructional model that helps students make and investigate mathematical conjectures, as well as develop and evaluate mathematical arguments. Lessons build on previous knowledge, helping students make important mathematical connections. The program has extensive resources to support a diverse population, including integrated differentiated instruction. Lesson tutorials support independent work, such as homework and remediation. Both formal and authentic ongoing assessment is provided to help guide instruction. Throughout the program students are required to communicate, both orally and through writing, their knowledge and understanding of the mathematical concepts they are learning. The program helps students use a variety of problem solving strategies as well as build mathematical knowledge and confidence through problem solving.					
	<b>Big Ideas Math Pupil Edition with English and Spanish Audio, Record and Practice Journal, Skills Review Handbook, and Basic Skills Handbook CD-ROM (One per teacher, upon request, with permission to copy)</b>				9781608400904	
	<b>Big Ideas Math Interactive Pupil Edition with English and Spanish Audio Online (One online access per pupil edition purchased, each year of the contract, upon request)</b>				9781608401352	
	<b>Big Ideas Math Teaching Edition (One per teacher, <u>choice</u> of Teaching Edition print <u>OR</u> Teaching Edition CD-ROM, upon request)</b>				9781608400188	

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<b>Big Ideas Learning LLC</b> (Interim 2009)	<b>Big Ideas Math (Continued)</b>		<b>2010</b>	<b>8</b>			
	Big Ideas Math Teaching Edition CD-ROM (One per teacher, <u>choice</u> of Teaching Edition print <b>OR</b> Teaching Edition CD-ROM, upon request)				9781608400935		
	Big Ideas Math Teaching Edition Online (One online access per teacher, each year of the contract, upon request)					9781608401369	
	Big Ideas Math Record and Practice Journal (One per pupil edition purchased, first year of implementation, and one per teacher, upon request)					9781608400355	
	Big Ideas Math Record and Practice Journal Online (One online access per pupil edition purchased, each year of the contract, upon request)					9781608401383	
	Big Ideas Math Record and Practice Journal Answer Key (One per teacher, upon request)					9781608400508	
	Big Ideas Math Record and Practice Journal Answer Key Online (One online access per teacher, each year of the contract, upon request)					9781608401390	
	Big Ideas Math Assessment Book (One per teacher, upon request)					9781608400386	
	Big Ideas Math Assessment Book Online (One online access per teacher, each year of the contract, upon request)					9781608401406	
	Big Ideas Math Resources by Chapter (One per teacher, upon request)					9781608400416	
	Big Ideas Math Resources by Chapter Online (One online access per teacher, each year of the contract, upon request)					9781608401420	
	Big Ideas Math Dynamic Classroom Online (One online access per teacher, each year of the contract, upon request)					9781608401024	
	Big Ideas Math Lesson Tutorials CD-ROM (One per teacher, upon request, with permission to copy)					9781608400843	
	Big Ideas Math Lesson Tutorials Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)					9781608401376	
	Big Ideas Math Dynamic Lesson Planning Tool CD-ROM (One per teacher, upon request)					9781608400874	
	Big Ideas Math Lesson Plans Online (One online access per teacher, each year of the contract, upon request)					9781608401468	
	Big Ideas Math Dynamic Teaching CD-ROM Package includes Answer Presentation Tool CD-ROM and Dynamic Classroom CD-ROM (One per teacher, upon request)					9781608400966	
	Big Ideas Math Answer Presentation Tool Online (One online access per teacher, each year of the contract, upon request)					9781608401444	
	Big Ideas Math Differentiating the Lesson Online (One online access per teacher, each year of the contract, upon request)					9781608401437	
	Big Ideas Math Worked –Out Solutions Online (One online access per teacher, each year of the contract, upon request)					9781608401413	
Big Ideas Math Skills Review Handbook Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)					9781608401475		
Big Ideas Math Basic Skills Handbook Online (One online access per pupil edition purchased, and one per teacher, each year of the contract, upon request)					9781608401482		
Big Ideas Math Editable Ancillary CD-ROM: Record and Practice Journal, Record and Practice Journal Answer Key, Assessment Book, Resources by Chapter, Worked-Out Solutions, Differentiating the Lesson, Lesson Plans, Skills Review Handbook, and Basic Skills Handbook (One per teacher, upon request)					9781608401055		
Big Ideas Math Idaho Essential Skills CD-ROM (One per teacher, upon request)					9781608401345		
Big Ideas Math Dynamic Assessment CD-ROM Package includes Test Generator CD-ROM, Quiz Show CD-ROM and Vocabulary Puzzle Builder CD-ROM (One per teacher, upon request)					9781608400317		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Encyclopedia Britanica (Interim 2009)	Math In Context – 9 Units per Grade Level – Grade 6	Romberg, Thomas A, & deLange, Jan et.al. WI Ctr for Educ. Research, Univ of WI, Madison & Freudenthal Institute, Univ of Utrecht, The Netherlands	2006	6		EBIM 88% NCTM = 81%
Notes: Evidence Based, as somewhat rigorous. Non-comprehensive intervention program. Good for extra practice and real world problem solving. Must use entire 9 units as a set. Key Features:						
<b>Comparing Quantities SE</b>					9781593398972	
<b>Comparing Quantities TG</b>					9781608350001	
<b>Expressions and Formulas SE</b>					9781593398989	
<b>Expressions and Formulas TG</b>					9781608350018	
<b>Figuring All the Angles SE</b>					9781593399856	
<b>Figuring All the Angles TG</b>					9781608350209	
<b>Fraction Times SE</b>					9781593399849	
<b>Fraction Times TG</b>					9781608350193	
<b>Models You Can Count On SE</b>					9781593399009	
<b>Models You Can Count On TG</b>					9781608350032	
<b>More or Less SE</b>					9781593398996	
<b>More or Less TG</b>					9781608350025	
<b>Picturing Numbers SE</b>					9781593399863	
<b>Picturing Numbers TG</b>					9781608350216	
<b>Reallotment SE</b>					9781593399016	
<b>Reallotment TG</b>					9781608350049	
<b>Take A Chance SE</b>					9781593399870	
<b>Take A Chance TG</b>					9781608350223	
<b>Key to Success SS Level 1 SE</b>		Romberg and deLange, et.al	2010	6	9781593398910	
Notes: Supplemental component of Math in Context.. Correlates 23% to ICS* and 69% to NCTM Summer school or intervention materials.						
<b>Key to Success SS Level 1 TG</b>					9781593398941	
Key to Success Manipulatives Kit				6- 8	9781593399771	
Key to Success Manipulatives Kit				6- 8	9781593399771	
Key to Success Manipulatives Kit				6- 8	9781593399771	
<b>Number Tools Workbook</b>				6- 8	9781593399139	
<b>Number Tools TG</b>				6- 8	9781593399153	
<b>Algebra Tools Workbook</b>				6- 8	9781593399146	
<b>Algebra Tools TG</b>				6- 8	9781593399160	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Encyclopedia Britanica</b> (Interim 2009)	<b>Math In Context – 9 Units per Grade Level – Grade 7</b>	<b>Romberg, Thomas A, &amp; deLange, Jan et.al. WI Ctr for Educ. Research, Univ of WI, Madison &amp; Freudenthal Institute, Univ of Utrecht, The Netherlands</b>	<b>2006</b>	<b>7</b>		<b>EBIM 73% NCTM = 81%</b>
Notes: Evidence Based, as somewhat rigorous. Non-comprehensive intervention program. Good for extra practice and real world problem solving. Must use entire 9 units as a set. Key Features:						
<b>Building Formulas SE</b>					9781593399030	
<b>Building Formulas TG</b>					9781608350063	
<b>Dealing with Data SE</b>					9781593399382	
<b>Dealing with Data TG</b>					9781608350254	
<b>Facts and Factors SE</b>					9781593399887	
<b>Facts and Factors TG</b>					9781608350230	
<b>Made to Measure SE</b>					9781593399894	
<b>Made to Measure TG</b>					9781608350247	
<b>Operations SE</b>					9781593399047	
<b>Operations TG</b>					9781608350070	
<b>Packages and Polygons SE</b>					9781593399054	
<b>Packages and Polygons TG</b>					9781608350087	
<b>Ratios and Rates SE</b>					9781593399825	
<b>Ratios and Rates TG</b>					9781608350162	
<b>Second Chance SE</b>					9781593399818	
<b>Second Chance TG</b>					9781608350155	
<b>Triangles and Beyond SE</b>					9781593399023	
<b>Triangles and Beyond TG</b>					9781608350056	
<b>Key to Success SS Level 2 SE</b>	<b>Romberg and deLange, et.al</b>	<b>2010</b>	<b>7</b>	<b>9781593398927</b>		
Notes: Supplemental component of Math in Context.. Correlates 37% to ICS* and 69% to NCTM Summer school or intervention materials.						
<b>Key to Success SS Level 2 TG</b>					9781593398958	
Key to Success Manipulatives Kit				<b>6- 8</b>	9781593399771	
Key to Success Manipulatives Kit				<b>6- 8</b>	9781593399771	
Key to Success Manipulatives Kit				<b>6- 8</b>	9781593399771	
<b>Number Tools Workbook</b>				<b>6- 8</b>	9781593399139	
<b>Number Tools TG</b>				<b>6- 8</b>	9781593399153	
<b>Algebra Tools Workbook</b>				<b>6- 8</b>	9781593399146	
<b>Algebra Tools TG</b>				<b>6- 8</b>	9781593399160	



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Encyclopedia Britanica	<b>Math In Context – 9 Units per Grade Level – Grade 8</b>	<b>Romberg, Thomas A, &amp; deLange, Jan et.al. WI Ctr for Educ. Research, Univ of WI, Madison &amp; Freudenthal Institute, Univ of Utrecht, The Netherlands</b>	<b>2006</b>	<b>8</b>		<b>EBIM 91% NCTM = 81%</b>
	Notes: Evidence Based, as somewhat rigorous. Non-comprehensive intervention program. Good for extra practice and real world problem solving. Must use entire 9 units as a set. Key Features:					
	<b>Algebra Rules SE</b>					<b>9781593399085</b>
	<b>Algebra Rules TG</b>					<b>9781608350117</b>
	<b>Graphing Equations SE</b>					<b>9781593399832</b>
	<b>Graphing Equations TG</b>					<b>9781608350179</b>
	<b>Great Predictions SE</b>					<b>9781593399795</b>
	<b>Great Predictions TG</b>					<b>9781608350186</b>
	<b>Insights into Data SE</b>					<b>9781593399092</b>
	<b>Insights into Data TG</b>					<b>9781608350124</b>
	<b>It's All the Same SE</b>					<b>9781593399061</b>
	<b>It's All the Same TG</b>					<b>9781608350094</b>
	<b>Looking at An Angle SE</b>					<b>9781593399108</b>
	<b>Looking at An Angle TG</b>					<b>9781608350131</b>
	Patterns and Figures SE					9781593399115
	Patterns and Figures TG					9781608350148
	Ups and Downs SE					9781593399078
	Ups and Downs TG					9781608350100
	Revisiting Numbers SE					9781593399917
	Revisiting Numbers TG					9781608350261
	<b>Key to Success SS Level 3 SE (Math in Context Supplemental materials)</b>	<b>Romberg &amp; deLange, et.al</b>	<b>2010</b>	<b>8</b>		<b>9781593398934</b>
	Notes: Supplemental component of Math in Context.. Correlates 38% to ICS* and 69% to NCTM Summer school or intervention materials.					
	<b>Key to Success SS Level 3 TG</b>					<b>9781593398965</b>
	Key to Success Manipulatives Kit				<b>6- 8</b>	9781593399771
	Key to Success Manipulatives Kit				<b>6- 8</b>	9781593399771
	Key to Success Manipulatives Kit				<b>6- 8</b>	9781593399771
	<b>Number Tools Workbook</b>				<b>6- 8</b>	<b>9781593399139</b>
<b>Number Tools TG</b>				<b>6- 8</b>	<b>9781593399153</b>	
<b>Algebra Tools Workbook</b>				<b>6- 8</b>	<b>9781593399146</b>	
<b>Algebra Tools TG</b>				<b>6- 8</b>	<b>9781593399160</b>	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>Glencoe Pre-Algebra</b>	<b>Malloy</b>	<b>2010</b>	<b>8</b>	<b>9780078885150</b>	<b>94%</b> <b>NCTM = 89%</b>	
	Notes:						
	Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078885167
	StudentWorks Plus DVD						9780078915253
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078915482
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078915222
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078913587		
<b>Holt McDougal</b> (Interim 2009)	<b>Holt McDougal Mathematics Course 1 Student Edition</b>	<b>Bennett, Burger, Chard, et al.</b>	<b>2010</b>	<b>6</b>	<b>9780030994289</b>	<b>Highly Recommend 98%</b> <b>NCTM = 84%</b>	
	Notes:						
	Key Features:						
	Holt McDougal Mathematics Course 1 Interactive Online Edition (contract length subscription)						9780554007595
	Holt McDougal Mathematics Course 1 Student One Stop™ CD-ROM						9780554010496
	Holt McDougal Mathematics Course 1 Student One Stop™ DVD-ROM (set of 25) (with a minimum purchase of 25 print Student Editions)						9780554019895
	Holt McDougal Mathematics Course 1 Teacher's Edition						9780030994319
	Holt McDougal Mathematics Course 1 Alternate openers: Explorations Transparencies with Answers						9780554005959
	Holt McDougal Mathematics Course 1 Are You Ready? Intervention and Enrichment with Answers						9780554007175
	Holt McDougal Mathematics Course 1 Assessment Resources with Answers						9780554006765
	Holt McDougal Mathematics Course 1 Chapter Resources (includes 13 Chapter Resource Books)						9780554005577
	Holt McDougal Mathematics Course 1 Classroom Manipulatives Kit						9780030662737
	Holt McDougal Mathematics Course 1 Homework and Practice Book Teacher's Guide						9780554013671
	Holt McDougal Mathematics Course 1 IDEA Works! Modified Worksheets and Tests with Answers						9780554007519
	Holt McDougal Mathematics Course 1 Know-It Notebook™ Teachers Guide Volumes 1 and 2						9780554012452
	Holt McDougal Mathematics Course 1 Lab Activities with Answers						9780554012766
	Holt McDougal Mathematics Course 1 Lesson Transparencies Volumes 1 and 2						9780554012537
	Holt McDougal Mathematics Course 1 Problem Solving Workbook Teacher's Guide						9780554013695
	Holt McDougal Mathematics Course 1 Questioning Strategies						9780554012575
	Holt McDougal Mathematics Course 1 Ready To Go On? Intervention and Enrichment with Answers						9780554012605
	Holt McDougal Mathematics Course 1 Solutions Key						9780554012636
	Holt McDougal Mathematics Course 1 Success for Every Learner with Answers						9780554012650
Holt McDougal Mathematics Course 1 State Test Prep Workbook Teacher's Guide for Middle School and High School					9780030779510		
Holt McDougal Mathematics Course 1 Teacher's Manipulatives Kit					9780030686283		
Holt McDougal Mathematics Course 1 Spanish Student Edition					9780554018195		
Holt McDougal Mathematics Course 1 <i>Actividades de apoyo familiar</i> (Spanish Family Involvement Activities)					9780554018225		

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<b>Holt McDougal</b> (Interim 2009)	<b>Holt McDougal Mathematics Course 1 (Continued)</b>		<b>2010</b>	<b>6</b>			
	Holt McDougal Mathematics Course 1 <i>Cuaderno de trabajo de tarea y practica</i> (Spanish Homework and Practice Workbook)				9780554018317		
	Holt McDougal Mathematics Course 1 <i>Estas listo? Intervencion y enriquecimiento</i> (Spanish Are You Ready? Intervention and Enrichment)				9780554018256		
	Holt McDougal Mathematics Course 1 <i>Listo para seguir? Intervencion y enriquecimiento</i> (Spanish Ready To Go On? Intervention and Enrichment)				9780554018287		
	Holt McDougal Mathematics Course 1 <i>Recursos de evaluacion</i> (Spanish Assessment Resources)				9780554018348		
	Holt McDougal Mathematics Course 1 Multilingual Glossary				9780030781476		
	Holt McDougal Mathematics Course 1 Homework and Practice Workbook				9780554013664		
	Holt McDougal Mathematics Course 1 Know-It Notebook™				9780554005164		
	Holt McDougal Mathematics Course 1 Problem Solving Workbook				9780554013688		
	Holt McDougal Mathematics Course 1 State Test Prep Workbook for Grade 6				9780030782732		
	Holt McDougal Mathematics Course 1 Are You Ready? Intervention and Enrichment CD-ROM				9780554006772		
	Holt McDougal Mathematics Course 1 Interactive Answers and Solutions CD-ROM				9780554007540		
	Holt McDougal Mathematics Course 1 Lesson Tutorial Videos DVD				9780554012551		
	Holt McDougal Mathematics Course 1 Ready to Go On? Intervention and Enrichment CD-ROM				9780554012599		
Holt McDougal Mathematics Course 1 Teacher One Stop™ DVD				9780554010519			
<b>Holt McDougal</b> (Interim 2009)	<b>Holt McDougal Mathematics Course 2 Student Edition</b>	<b>Bennett, Burger, Chard, et al.</b>	<b>2010</b>	<b>7</b>	<b>9780030994296</b>	<b>Highly Recommend 93% NCTM = 84%</b>	
	Notes: Key Features:						
	Holt McDougal Mathematics Course 2 Interactive Online Edition (contract length subscription)						9780554007601
	Holt McDougal Mathematics Course 2 Student One Stop™ CD-ROM						9780554010502
	Holt McDougal Mathematics Course 2 Student One Stop™ DVD-ROM (set of 25) (with a minimum purchase of 25 print Student Editions)						9780554019901
	Holt McDougal Mathematics Course 2 Teacher's Edition						9780030994326
	Holt McDougal Mathematics Course 2 Alternate openers: Explorations Transparencies with Answers						9780554005553
	Holt McDougal Mathematics Course 2 Are You Ready? Intervention and Enrichment with Answers						9780554005188
	Holt McDougal Mathematics Course 2 Assessment Resources with Answers						9780554007168
	Holt McDougal Mathematics Course 2 Chapter Resources (includes 12 Chapter Resource Books)						9780554005973
	Holt McDougal Mathematics Courses 1, 2 and 3 Classroom Manipulatives Kit						9780030662737
	Holt McDougal Mathematics Course 2 Homework and Practice Book Teacher's Guide						9780554013718
	Holt McDougal Mathematics Course 2 IDEA Works! Modified Worksheets and Tests with Answers						9780554007526
	Holt McDougal Mathematics Course 2 Know-It Notebook™ Teachers Guide Volumes 1 and 2						9780554012469
	Holt McDougal Mathematics Course 2 Lab Activities with Answers						9780554012773
	Holt McDougal Mathematics Course 2 Lesson Transparencies Volumes 1 and 2						9780554012544
	Holt McDougal Mathematics Course 1 Problem Solving Workbook Teacher's Guide						9780554013732
	Holt McDougal Mathematics Course 2 Questioning Strategies						9780554012582
	Holt McDougal Mathematics Course 2 Ready To Go On? Intervention and Enrichment with Answers						9780554012612
	Holt McDougal Mathematics Course 2 Solutions Key						9780554012643

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<b>Holt McDougal</b> (Interim 2009)	<b>Holt McDougal Mathematics Course 2 (Continued)</b>		<b>2010</b>	<b>7</b>		
	Holt McDougal Mathematics Course 2 Success for Every Learner with Answers				9780554012667	
	Holt McDougal Mathematics Course 1, 2 and 3 State Test Prep Workbook Teacher's Guide for Middle School and High School				9780030779510	
	Holt McDougal Mathematics Course 1, 2 and 3 Teacher's Manipulatives Kit				9780030686283	
	Holt McDougal Mathematics Course 2 Spanish Student Edition				9780554018201	
	Holt McDougal Mathematics Course 2 <i>Actividades de apoyo familiar</i> (Spanish Family Involvement Activities)				9780554018232	
	Holt McDougal Mathematics Course 2 <i>Cuaderno de trabajo de tarea y practica</i> (Spanish Homework and Practice Workbook)				9780554018324	
	Holt McDougal Mathematics Course 2 <i>Estas listo? Intervencion y enriquecimiento</i> (Spanish Are You Ready? Intervention and Enrichment)				9780554018263	
	Holt McDougal Mathematics Course 2 <i>Listo para seguir? Intervencion y enriquecimiento</i> (Spanish Ready To Go On? Intervention and Enrichment)				9780554018294	
	Holt McDougal Mathematics Course 2 <i>Recursos de evaluacion</i> (Spanish Assessment Resources)				9780554018355	
	Holt McDougal Mathematics Course 1, 2 and 3 Multilingual Glossary				9780030781476	
	Holt McDougal Mathematics Course 2 Homework and Practice Workbook				9780554014029	
	Holt McDougal Mathematics Course 2 Know-It Notebook™				9780554007625	
	Holt McDougal Mathematics Course 2 Problem Solving Workbook				9780554013725	
	Holt McDougal Mathematics Course 2 State Test Prep Workbook for Grade 6				9780030790874	
	Holt McDougal Mathematics Course 1, 2 and 3 Are You Ready? Intervention and Enrichment CD-ROM				9780554006772	
	Holt McDougal Mathematics Course 1 Interactive Answers and Solutions CD-ROM				9780554007564	
	Holt McDougal Mathematics Course 1 Lesson Tutorial Videos DVD				9780554010304	
Holt McDougal Mathematics Course 1 Ready to Go On? Intervention and Enrichment CD-ROM				9780554010328		
Holt McDougal Mathematics Course 2 Teacher One Stop™ DVD				9780554010526		
<b>Holt McDougal</b> (Interim 2009)	<b>Holt McDougal Mathematics Course 3 Student Edition</b>	<b>Bennett, Burger, Chard, et al.</b>	<b>2010</b>	<b>8</b>	<b>9780030994302</b>	<b>Highly Recommend 95% NCTM = 84%</b>
	Notes:					
	Key Features:					
	Holt McDougal Mathematics Course 3 Interactive Online Edition (contract length subscription)				9780554007618	
	Holt McDougal Mathematics Course 3 Student One Stop™ CD-ROM				9780554010489	
	Holt McDougal Mathematics Course 3 Student One Stop™ DVD-ROM (set of 25) (with a minimum purchase of 25 print Student Editions)				9780554019918	
	Holt McDougal Mathematics Course 3 Teacher's Edition				9780030994333	
	Holt McDougal Mathematics Course 3 Alternate openers: Explorations Transparencies with Answers				9780554006352	
	Holt McDougal Mathematics Course 3 Are You Ready? Intervention and Enrichment with Answers				9780554005584	
	Holt McDougal Mathematics Course 3 Assessment Resources with Answers				9780554005171	
	Holt McDougal Mathematics Course 3 Chapter Resources (includes 14 Chapter Resource Books)				9780554006376	
	Holt McDougal Mathematics Courses 1, 2 and 3 Classroom Manipulatives Kit				9780030662737	
	Holt McDougal Mathematics Course 3 Homework and Practice Book Teacher's Guide				9780554013756	
Holt McDougal Mathematics Course 3 IDEA Works! Modified Worksheets and Tests with Answers				9780554007533		

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**Mathematics**  
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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Holt McDougal</b> (Interim 2009)	<b>Holt McDougal Mathematics Course 3 (Continued)</b>		<b>2010</b>	<b>8</b>		
	Holt McDougal Mathematics Course 3 Know-It Notebook™ Teachers Guide Volumes 1 and 2				9780554010359	
	Holt McDougal Mathematics Course 3 Lab Activities with Answers				9780554012780	
	Holt McDougal Mathematics Course 3 Lesson Transparencies Volumes 1 and 2				9780554010397	
	Holt McDougal Mathematics Course 3 Problem Solving Workbook Teacher's Guide				9780554014012	
	Holt McDougal Mathematics Course 3 Questioning Strategies				9780554010403	
	Holt McDougal Mathematics Course 3 Ready To Go On? Intervention and Enrichment with Answers				9780554010410	
	Holt McDougal Mathematics Course 3 Solutions Key				9780554010427	
	Holt McDougal Mathematics Course 3 Success for Every Learner with Answers				9780554010434	
	Holt McDougal Mathematics Course 1, 2 and 3 State Test Prep Workbook Teacher's Guide for Middle School and High School				9780030779510	
	Holt McDougal Mathematics Course 1, 2 and 3 Teacher's Manipulatives Kit				9780030686283	
	Holt McDougal Mathematics Course 3 Spanish Student Edition				9780554018218	
	Holt McDougal Mathematics Course 3 <i>Actividades de apoyo familiar</i> (Spanish Family Involvement Activities)				9780554018249	
	Holt McDougal Mathematics Course 3 <i>Cuaderno de trabajo de tarea y practica</i> (Spanish Homework and Practice Workbook)				9780554018331	
	Holt McDougal Mathematics Course 3 <i>Estas listo? Intervencion y enriquecimiento</i> (Spanish Are You Ready? Intervention and Enrichment)				9780554018270	
	Holt McDougal Mathematics Course 3 <i>Listo para seguir? Intervencion y enriquecimiento</i> (Spanish Ready To Go On? Intervention and Enrichment)				9780554018300	
	Holt McDougal Mathematics Course 3 <i>Recursos de evaluacion</i> (Spanish Assessment Resources)				9780554018362	
	Holt McDougal Mathematics Course 1, 2 and 3 Multilingual Glossary				9780030781476	
	Holt McDougal Mathematics Course 3 Homework and Practice Workbook				9780554013749	
	Holt McDougal Mathematics Course 3 Know-It Notebook™				9780554007632	
	Holt McDougal Mathematics Course 3 Problem Solving Workbook				9780554014005	
	Holt McDougal Mathematics Course 3 State Test Prep Workbook for Grade 6				9780030784965	
	Holt McDougal Mathematics Course 1, 2 and 3 Are You Ready? Intervention and Enrichment CD-ROM				9780554006772	
Holt McDougal Mathematics Course 1 Interactive Answers and Solutions CD-ROM				9780554007557		
Holt McDougal Mathematics Course 1 Lesson Tutorial Videos DVD				9780554010441		
Holt McDougal Mathematics Course 1 Ready to Go On? Intervention and Enrichment CD-ROM				9780554010465		
Holt McDougal Mathematics Course 3 Teacher One Stop™ DVD				9780554010533		
<b>Scholastic Inc.</b> (Interim 2009)	<b>FASTT Math Enterprise Edition: School Plan Unlimited Site License</b>	<b>Ted Hasselbring</b>	<b>2007</b>	<b>6-8 (3-8)</b>	<b>978-0-545-11075-4</b>	<b>R &lt;1% NCTM 0%</b>
	Notes: "Resource Only". Intervention tool for standards strand 1..2. Key Features:					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Apangea</b> (Interim 2009)	<b>Apangea Math 6.0</b>	<b>Louis Piconi and Dave Farrer</b>	<b>2009</b>	<b>10-12</b>	<b>Web based</b>	<b>EBIM</b> <b>Grade 10 =72%</b> <b>Algebra = 78%</b> <b>Geometry = 78%</b> <b>NCTM = 72%</b>	
	Notes: Evidence Based, somewhat rigorous. An Intervention program. Additional modules being added prior to 09/10 school year, to raise correlation percentages. Key Features:						
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>Core-Plus Mathematics: Contemporary Mathematics In Context, Course 3</b>	<b>Hirsch, et al</b>	<b>2009</b>	<b>9-12</b>	<b>9780078772610</b>	<b>Recommended w/ Reservations</b> <b>52%</b> <b>NCTM 94%</b>	
	Notes: Course 1, 2, 3 must be purchased and used together as a complete set to meet course specific standards. Key Features:						
	StudentWorks Plus CD-ROM						9780078916786
	Teacher's Guide, Part A						9780078772627
	Teacher's Guide, Part B						9780078772634
	TeacherWorks CD-ROM						9780078916793
ExamView® Assessment Suite CD-ROM					9780078881398		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Personal Finance</b>							
<b>EMC Publishing, LLC</b> Interim 2009	<b>Personal Finance: A Lifetime Responsibility Textbook</b>	<b>Grady Kimbrell, Nathan Dungan</b>	<b>2009</b>	<b>9-12</b>	<b>9780821942543</b>	<b>76% NCTM = 56%</b>	
	Notes: Requires supplementation of MPF 3.1 & 4.1. Key Features:						
	<i>Personal Finance: A Lifetime Responsibility</i> Power Practice: Interactive Student CD						9780821946626
	<i>Personal Finance: A Lifetime Responsibility</i> Student Activities Book: Forms and Documents						9780821942567
	<i>Personal Finance: A Lifetime Responsibility</i> Math Skills Workbook						9780821944400
	<i>Personal Finance: A Lifetime Responsibility</i> Annotated Teacher's Edition						9780821942550
	<i>Personal Finance: A Lifetime Responsibility</i> Lesson Plans Book						9780821942598
	<i>Personal Finance: A Lifetime Responsibility ExamView</i> Assessment Suite CD						9780821946640
	<i>Personal Finance: A Lifetime Responsibility</i> Student Activities Book: Forms and Documents TE						9780821942574
	<i>Personal Finance: A Lifetime Responsibility</i> Math Skills Workbook TE						9780821944417
	<i>Personal Finance: A Lifetime Responsibility</i> Assessment Book: Tests and Quizzes with Answer Key						9780821942581
	<i>Personal Finance: A Lifetime Responsibility</i> EMC Lesson Planner: Plus Resources CD						9780821946657
	<i>Personal Finance: A Lifetime Responsibility</i> Microsoft PowerPoint Lectures CD						9780821946633
	<i>Personal Finance: A Lifetime Responsibility</i> Teacher Resource Kit						9780821942611
<i>Personal Finance: A Lifetime Responsibility</i> Access to Internet Resource Center							
<b>Pearson Ed. Inc, publishing as Prentice Hall</b> (Interim 2009)	<b>Personal Financial Literacy, Student Edition with MyFinancialLitLab</b>	<b>Madura, et al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780321547750</b>	<b>Recommended w/ Reservations 69% NCTM 53%</b>	
	Notes: Program weakness in standards: MPF 1.2.5; 1.3.2, 2.1.3, 2.1.3, 2.1.4, 3.1 and 4.1. Key Features:						
	<i>Personal Financial Literacy, Student Edition with MyFinancialLitLab &amp; Math Workbook</i> Bundle						9780137027200
	<i>Personal Financial Literacy, Annotated Teacher's Edition</i>						9780136076414
	<i>Personal Financial Literacy, Student Edition</i> Module: Financial Responsibility and Decision Making						9780136087908
	<i>Personal Financial Literacy, Student Edition</i> Module: Income and Careers						9780136087915
	<i>Personal Financial Literacy, Student Edition</i> Module: Spending and Credit						9780136087922
	<i>Personal Financial Literacy, Student Edition</i> Module: Savings and Investments						9780136087939
	<i>Personal Financial Literacy, Workbook</i>						9780136087564
	<i>Personal Financial Literacy, Student Journal</i>						9780136076421
	<i>Personal Financial Literacy, Student Math Workbook</i>						9780136095187

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Technical Math</b>							
<b>Holt McDougal</b> (formerly Cengage Learning title) Interim 2009	<b>Elementary Technical Math, 9<sup>th</sup> Edition Student Book</b>	<b>Dale Ewen and C. Robert Nelson</b>	<b>2007</b>	<b>9-12</b>	<b>9780495113492</b>	<b>83%</b> <b>NCTM = 89%</b>	
	Notes: Requires supplementation of MPF 3.1 & 4.1.						
	Key Features:						
	Elementary Technical Math Exam View						9780495117667
	Elementary Technical Math Test Bank						9780495019824



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Algebra</b>							
<b>CPM Educational Program</b> (Interim 2009)	<b>Algebra Connections Student Set (2 volumes)</b>	<b>Dietiker, Kysh, Sallee, &amp; Hoey</b>	<b>2006</b>	<b>9-12</b>	<b>9781931287449</b>	<b>Recommended w/ Reservations 70% NCTM 92%</b>	
	Notes: Lacks balance in methodology. High level readability. Key Features:						
	Algebra Connections Volume 1						9781931287456
	Algebra Connections Volume 2						9781931287463
	Algebra Connections Hardbound (1 volume)						9781931287470
	Algebra Connections Teacher Edition						9781931287487
	Algebra Connections Parent Guide						9781931287494
	Algebra Connections Extra Practice						9781603280020
Algebra Models (Algebra Tiles) Class Set					9781603280136		
<b>Glencoe/McGraw-Hill</b> Interim 2009	<b>Glencoe Algebra 1</b>	<b>Carter</b>	<b>2010</b>	<b>9-12</b>	<b>9780078884801</b>	<b>89% NCTM = 61%</b>	
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078884818
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078920981
	StudentWorks Plus CD-ROM						9780078915307
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078915505
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078915222		
<b>Glencoe/McGraw-Hill</b> Interim 2009	<b>Math Triumphs for Algebra 1</b>	<b>Carter</b>	<b>2010</b>	<b>9-12</b>	<b>9780078908460</b>	<b>R 22% NCTM = 58%</b>	
	Notes: Recommended as a "Classroom Resource Only". Intervention program. Focus on computation and drill. Key Features:						
	Teacher Edition (Free 1:35 Student Editions Purchased)						9780078908477

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Geometry</b>							
<b>CPM Educational Program</b> (Interim 2009)	<b>Geometry Connections Student Set (2 volumes)</b>	<b>Dietiker, Kysh, Sallee, &amp; Hoey</b>	<b>2007</b>	<b>9-12</b>	<b>9781931287579</b>	<b>Recommended w/ Reservations</b> <b>63%</b> <b>NCTM 92%</b>	
	Notes: Lacks balance in methodology. High level readability.						
	Key Features:						
	Geometry Connections Volume 1						9781931287586
	Geometry Connections Volume 2						9781931287593
	Geometry Connections Hardbound (1 volume)						9781931287609
	Geometry Connections Teacher Edition						9781931287616
	Geometry Connections Parent Guide						9781931287623
<b>Glencoe/McGraw-Hill</b> Interim 2009	<b>Glencoe Geometry</b>	<b>Carter</b>	<b>2010</b>	<b>9-12</b>	<b>9780078884849</b>	<b>96%</b> <b>NCTM = 61%</b>	
	Notes:						
	Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078884856
	StudentWorks Plus DVD						9780078915437
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078915543
	ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)						9780078915222
	Teacher Classroom Resources (Free 1:50 Student Editions Purchased)						9780078920998
<b>Glencoe/McGraw-Hill</b> Interim 2009	<b>Math Triumphs for Geometry</b>	<b>Carter</b>	<b>2010</b>	<b>9-12</b>	<b>9780078908590</b>	<b>R</b> <b>23%</b> <b>NCTM = 58%</b>	
	Notes: Recommended as a "Classroom Resource Only". Intervention program. Focus on computation and drill.						
	Key Features:						
	Teacher Edition (Free 1:35 Student Editions Purchased)					9780078908606	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Algebra 2</b>							
<b>CPM Educational Program</b> (Interim 2009)	<b>Algebra 2 Connections Student Set (2 volumes)</b>	<b>Kysh, Dietiker, Sallee, &amp; Hoey</b>	<b>2009</b>	<b>9-12</b>	<b>9781931287951</b>	<b>Recommended w/ Reservations 85% NCTM 92%</b>	
	Notes: Lacks balance in methodology. High level readability. Key Features:						
	Algebra 2 Connections Volume 1						9781931287968
	Algebra 2 Connections Volume 2						9781931287975
	Algebra 2 Connections Hardbound (1 volume)						9781931287982
	Algebra 2 Connections Teacher Edition						9781931287999
Algebra 2 Connections Parent Guide with Extra Practice					9781931287821		
<b>Glencoe/McGraw-Hill</b> (Interim 2009)	<b>Glencoe Algebra 2</b>	<b>Carter</b>	<b>2010</b>	<b>9-12</b>	<b>9780078884825</b>	<b>92% NCTM = 61%</b>	
	Notes:						
	Key Features:						
	Teacher Wraparound Edition (Free 1:35 Student Editions Purchased)						9780078884832
	StudentWorks Plus DVD						9780078915376
	TeacherWorks Plus DVD (Free 1:50 Student Editions Purchased)						9780078915529
ExamView® Assessment Suite CD-ROM (Free 1:50 Student Editions Purchased)					9780078915222		
Teacher Classroom Resources (Free 1:50 Student Editions Purchased)					9780078921001		
<b>Glencoe/McGraw-Hill</b> (Interim 2009)	<b>Math Triumphs for Algebra 2</b>	<b>Glencoe</b>	<b>2010</b>	<b>9-12</b>	<b>9780078916342</b>	<b>R 28% NCTM = 58%</b>	
	Notes: Recommended as a "Classroom Resource Only". Intervention program. Focus on computation and drill. Key Features:						
	Teacher Edition (Free 1:35 student editions purchased)						9780078916359

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Calculus</b>							
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Calculus of a Single Variable Student Book</b>	<b>Larson, et al.</b>	<b>2010</b>	<b>9-12</b>	<b>9780547212906</b>	<b>80% NCTM = 97%</b>	
	Key Features: The text provides opportunities for students to view example solutions numerically, algebraically, verbally, and graphically, so that they understand how each problem can be solved in various ways. Incorporates ongoing review and revisiting of concepts ("spiraling") for retention and greater mastery. Presents examples and exercises in such a way that they increase in difficulty and include questions that require a synthesis of concepts and/or multiple problem-solving steps. Requires students to write about mathematics, research mathematics, apply concepts to real-world situations, and even to work collaboratively as appropriate. Designed so that all solutions, examples, and explanations begin and end on the same page, so that students do not become distracted during their initial reading and, more importantly, during the review and study process. Emphasizes the role of technology, including graphing calculators and computer applications. Offers new AP Test Prep Exercises at the end of each chapter that are modeled after the types of questions students will encounter on the exam.						
	Calculus of a Single Variable AP Teacher's Resource Guide				9780547212968		
	Calculus of a Single Variable eBook				9780547213064		
	Calculus of a Single Variable Test Item File				9780547213118		
	Calculus of a Single Variable Fast Track to a 5 for AP® Calculus				9780547213071		
	Calculus of a Single Variable HM Testing Generator CD-ROM				9780547212944		
	Calculus of a Single Variable Study & Solutions Guide, Volume 1 (Chapter P-11)				9780547213095		
	Calculus of a Single Variable Complete Solutions Guide, Volume 1 (Chapter P-5)				9780547212982		
	Calculus of a Single Variable Complete Solutions Guide, Volume 2 (Chapter 6-11)				9780547213019		
	Calculus of a Single Variable DVD Program				9780547213040		
	Calculus of a Single Variable Notetaking Guide				9780547213088		
	Calculus of a Single Variable Classroom Instructor CD				9780547212920		
	Calculus of a Single Variable HM MathSpace Student CD-ROM				9780547213057		
	<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Calculus Student Edition</b>	<b>Larson, et al.</b>	<b>2010</b>	<b>9-12</b>		<b>9780547212890</b>
Key Features:							
Calculus of a Single Variable AP Teacher's Resource Guide					9780547212968		
Calculus eBook					9780547213064		
Calculus of a Single Variable Test Item File					9780547213118		
Calculus of a Single Variable Fast Track to a 5 for AP® Calculus					9780547213071		
Calculus of a Single Variable HM Testing Generator CD-ROM					9780547212944		
Calculus of a Single Variable Study & Solutions Guide, Volume 1 (Chapter P-11)					9780547213095		
Calculus of a Single Variable Study & Solutions Guide, Volume 2 (Chapter 12-16)					9780547213101		
Calculus of a Single Variable Complete Solutions Guide, Volume 1 (Chapter P-5)					9780547212982		
Calculus of a Single Variable Complete Solutions Guide, Volume 2 (Chapter 6-11)					9780547213019		
Calculus of a Single Variable Complete Solutions Guide, Volume 3 (Chapter 12-16)					9780547213026		
Calculus of a Single Variable DVD Program					9780547213040		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation		
<b>Holt McDougal</b> (formerly Cengage Learning title)	<b>Calculus (Continued)</b>		<b>2010</b>	<b>9-12</b>				
	Calculus of a Single Variable Notetaking Guide				9780547213088			
	Calculus of a Single Variable Classroom Instructor CD				9780547212920			
	Calculus of a Single Variable HM MathSpace Student CD-ROM				9780547213057			
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Single Variable Calculus Student Edition</b>	<b>Stewart</b>	<b>2010</b>	<b>9-12</b>	<b>9781439049518</b>	<b>Highly Recommended for AP 99% NCTM 94%</b>		
	Notes: Can be used for Calculus 1 or 2, contains additional chapter on inverse function. Key Features:							
	Single Variable Calculus Study Guide				9780495012337			
	Single Variable Calculus Student Solutions Manual				9780495012344			
	Single Variable Calculus Complete Solutions Manual				9780495012320			
	Single Variable Calculus Instructor's Guide				9780495012146			
	Single Variable Calculus Instructor's Guide for AP® Calculus				9780495012238			
	Single Variable Calculus Multimedia Manager/Instructor's Resource CD-ROM				9780495012221			
	Single Variable Calculus Text-Specific DVDs				9780495012184			
	Single Variable Calculus ExamView® Assessment Suite CD-ROM				9780495382393			
Single Variable Calculus Test Bank		9780495012214						
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Calculus Student Edition</b>	<b>Stewart</b>	<b>2010</b>	<b>9-12</b>	<b>9781439049273</b>	<b>Highly Recommended 94% NCTM 94%</b>		
	Notes: Can be used for Calculus 1, 2, or 3; has expanded inverse function. Key Features:							
	Calculus Study Guide Single Variable				9780495012337			
	Calculus Study Guide Multivariable				9780495012276			
	Calculus Student Solutions Manual Single Variable				9780495012344			
	Calculus Student Solutions Manual Multivariable				9780495012283			
	Calculus Complete Solutions Manual Single Variable				9780495012320			
	Calculus Complete Solutions Manual Multivariable				9780495012290			
	Calculus Instructor's Guide				9780495012146			
	Calculus Instructor's Guide for AP® Calculus				9780495012238			
	Calculus Multimedia Manager/Instructor's Resource CD-ROM				9780495012221			
	Calculus ExamView® Assessment Suite CD-ROM				9780495382393			
	Calculus Test Bank				9780495012214			
	Calculus Text-Specific DVDs				9780495012184			

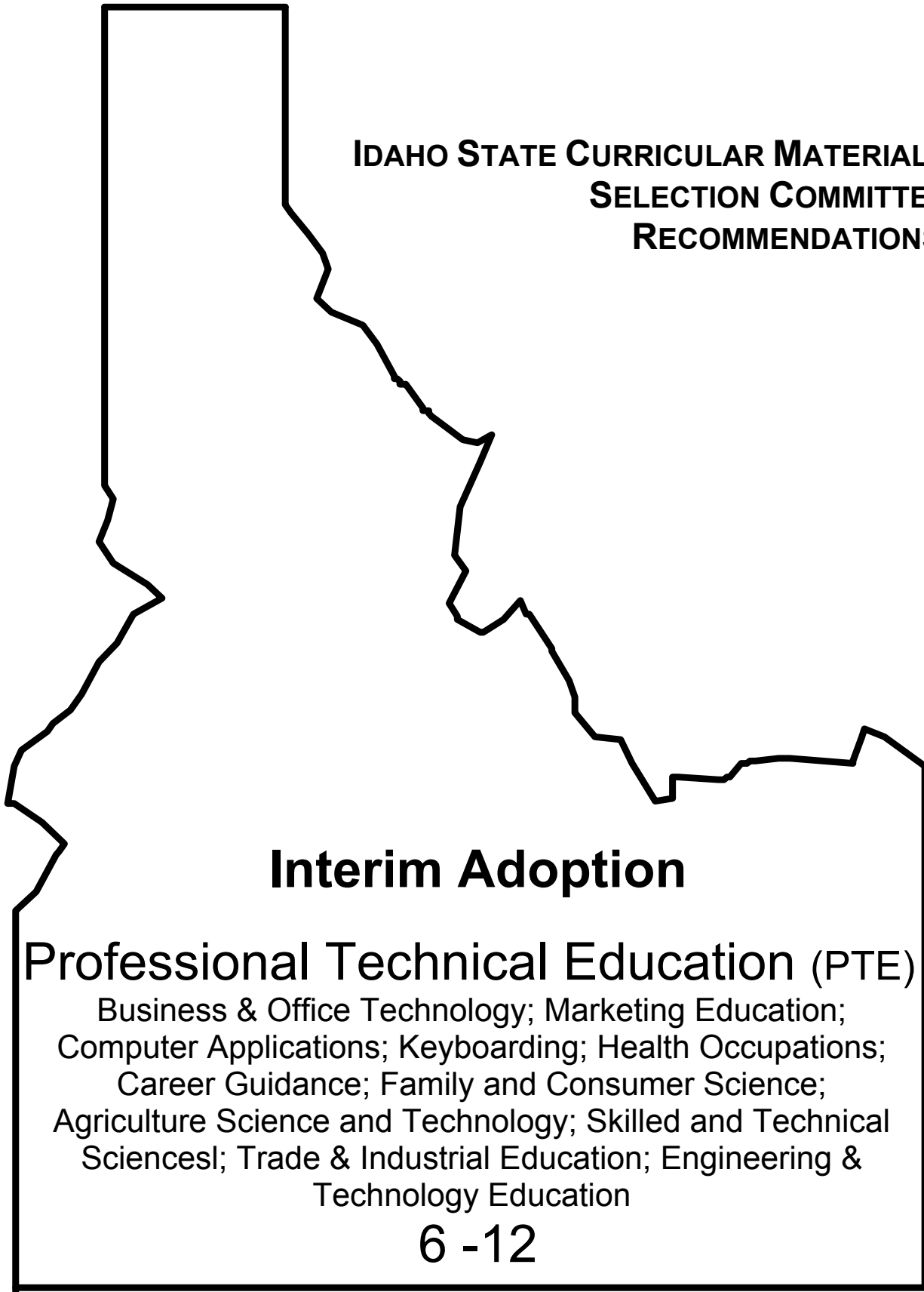
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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Calculus: Early Transcendentals Student Edition</b>	<b>Stewart</b>	<b>2010</b>	<b>9-12</b>	<b>9781439049501</b>	<b>Highly Recommended for AP</b> <b>99%</b> <b>NCTM 94%</b>	
	Notes: Can be used for Calculus 1, 2, or 3.						
	Key Features:						
	Single Variable Calculus: Early Transcendentals Student Edition						9781439049525
	Calculus: Early Transcendentals Student Solutions Manual						9780495012405
	Calculus: Early Transcendentals Study Guide						9780495012399
	Single Variable Calculus: Early Transcendentals Complete Solutions Manual						9780495012559
	Single Variable Calculus: Early Transcendentals Instructor's Guide for AP Calculus						9780495012238
	Single Variable Calculus: Early Transcendentals Instructors Guide						9780495012542
	Single Variable Calculus: Early Transcendentals Instructors Resource CD-ROM						9780495012412
	Single Variable Calculus: Early Transcendentals ExamView® Assessment Suite CD-ROM						9780495382409
Single Variable Calculus: Early Transcendentals Test Items					9780495012429		
Calculus: Early Transcendentals Text-Specific DVD					9780495012436		
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Single Variable Calculus: Early Transcendentals, Sixth Edition Student Edition</b>	<b>Stewart</b>	<b>2010</b>	<b>9-12</b>	<b>9781439049525</b>	<b>Highly Recommended for AP</b> <b>99%</b> <b>NCTM 94%</b>	
	Notes: Can be used for Calculus 1, 2, or 3.						
	Key Features:						
	Calculus: Early Transcendentals Student Solutions Manual						9780495012405
	Calculus: Early Transcendentals Study Guide						9780495012399
	Single Variable Calculus: Early Transcendentals Complete Solutions Manual						9780495012559
	Single Variable Calculus: Early Transcendentals Instructor's Guide for AP Calculus						9780495012238
	Single Variable Calculus: Early Transcendentals Instructors Guide						9780495012542
	Single Variable Calculus: Early Transcendentals Instructors Resource CD-ROM						9780495012412
	Single Variable Calculus: Early Transcendentals ExamView® Assessment Suite CD-ROM						9780495382409
	Single Variable Calculus: Early Transcendentals Test Items						9780495012429
Calculus: Early Transcendentals Text-Specific DVD					9780495012436		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Statistics</b>							
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Understanding Basic Statistics Student Edition (High School Edition)</b>	<b>Brase</b>	<b>2010</b>	<b>9-12</b>	<b>9780547188997</b>	<b>85% NCTM = 100%</b>	
	Notes: For introductory course, non AP. Key Features:						
	Understanding Basic Statistics Student Instructor's Annotated Edition						9780547188522
	<b>Understanding Basic Statistics Student Solutions Manual</b>						9780547145129
	<b>Understanding Basic Statistics HM Testing CD-ROM</b>						9780547188393
	<b>Understanding Basic Statistics Student Notetaking Guide</b>						9780547188904
	Understanding Basic Statistics Statistics Formulas Reference Card						9780547188553
	Understanding Basic Statistics DVD Program (Student Lecture DVD)						9780547188423
	<b>Understanding Basic Statistics Mini-tab CD-ROM</b>						9780547188829
	<b>Understanding Basic Statistics PowerLecture CD</b>						9780495831549
	Understanding Basic Statistics SPSS CD-ROM						9780547188867
	<b>Understanding Basic Statistics Technology Guide- Excel</b>						9780547189161
	Understanding Basic Statistics Technology Guide- Minitab						9780547189222
	<b>Understanding Basic Statistics Technology Guide- SPSS</b>						9780547189260
Understanding Basic Statistics Technology Guide- TI83 & TI84					9780547188928		
<b>Holt McDougal</b> (formerly Cengage Learning title) (Interim 2009)	<b>Introduction to Statistics and Data Analysis, 3rd Edition Update Edition, student edition</b>	<b>Peck et al.</b>	<b>2010</b>	<b>9-12</b>	<b>9781439047491</b>	<b>100% NCTM = 94%</b>	
	Notes:						
	Key Features:						
	Introduction to Statistics and Data Analysis Activities Workbook						9780495118831
	Introduction to Statistics and Data Analysis Instructors Annotated Edition						9780495557845
	Introduction to Statistics and Data Analysis Student Solutions Manual						9780495118763
	Introduction to Statistics and Data Analysis Instructors Resource Binder						9780495118923
	Introduction to Statistics and Data Analysis Instructors Solution Manual						9780495118794
	Introduction to Statistics and Data Analysis ExamView® Assessment Suite CD-ROM						9780495118862
	Introduction to Statistics and Data Analysis Test Bank						9780495118800



**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
RECOMMENDATIONS**

**Interim Adoption**

**Professional Technical Education (PTE)**

Business & Office Technology; Marketing Education;  
Computer Applications; Keyboarding; Health Occupations;  
Career Guidance; Family and Consumer Science;  
Agriculture Science and Technology; Skilled and Technical  
Sciences; Trade & Industrial Education; Engineering &  
Technology Education

**6 -12**



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>Agricultural Mechanics: Fundamentals &amp; Applications</b>	<b>Herren</b>	<b>2010</b>	<b>9-12</b>	<b>9781435400979</b>	<b>AG 130 = 100%</b>	
	Notes:						
	Key Features:						
	Instructor's Manual						9781435400986
	Lab Manual						9781435400993
	Instructor's Manual for Lab Manual						9781435401006
	Classmaster CD						9781435401020
Classroom Interactivity CD					9781435401037		
<b>Cengage Learning</b> (Interim 2009)	<b>Landscaping Principles &amp; Practices</b>	<b>Ingels</b>	<b>2010</b>	<b>9-12</b>	<b>9781428376410</b>	<b>AG 330 = 77%</b>	
	Notes:						
	Key Features:						
	Instructor's Manual						9781428376427
	Instructor's Guide- Residential Design Workbook						9781428376441
Classmaster CD					9781428376458		
<b>Cengage Learning</b> (Interim 2009)	<b>Managing Our Natural Resources</b>	<b>Camp</b>	<b>2009</b>	<b>9-12</b>	<b>9781428318687</b>	<b>AG 520 =100%</b>	
	Notes:						
	Key Features:						
	Instructor's Manual						9781428318694
	Instructor's Manual for Workbook						9781428318717
Classmaster CD					9781428318724		
<b>Cengage Learning</b> (Interim 2009)	<b>Modern Livestock &amp; Poultry</b>	<b>Gillespie</b>	<b>2010</b>	<b>9-12</b>	<b>9781428318083</b>	<b>AG 140 = 86%</b> <b>AG 310 = 80%</b>	
	Notes:						
	Key Features:						
	Instructor's Manual						9781428318090
	Classmaster						9781428318106
Classroom Interactivity CD					9781428318113		

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Agriculture & Natural Resources  
Professional Technical Education

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>The Science of Animal Agriculture</b>	<b>Herren</b>	<b>2007</b>	<b>9-12</b>	<b>9781401870997</b>	<b>AG 530 =100%</b>	
	Notes:						
	Key Features:						
	Lab Manual						9781401871048
	Instructor's Guide						9781401871017
	Instructor's Guide for Lab Manual						9781401871031
	Classmaster CD-ROM						9781401871000
<b>Cengage Learning</b> (Interim 2009)	<b>Fish &amp; Wildlife: Principles of Zoology and Ecology</b>	<b>Burton</b>	<b>2010</b>	<b>9-12</b>	<b>9781435419636</b>	<b>AG 536 =100%</b>	
	Notes:						
	Key Features:						
	Instructor's Manual						9781435419643
	Classmaster						9781435419650
	Lab Manual CD-ROM						9781418019761
	Classroom Interactivity CD						9781418019747
<b>Cengage Learning</b> (Interim 2009)	<b>Environmental Science: Fundamentals &amp; Applications</b>	<b>Burton</b>	<b>2009</b>	<b>9-12</b>	<b>9781418053543</b>	<b>AG 350 = 100%</b>	
	Notes:						
	Key Features:						
	Classmaster CD					9781418053550	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Cengage Learning</b> (Interim 2009)	<b>Business Communications</b>	<b>Means</b>	<b>2010</b>	<b>9-12</b>	<b>9780538449472</b>	
	Notes: No course standards. Key Features:					
	ExamView				9780538449601	
	Instructor's Manual				9780538449618	
	Instructor's Resource CD				9780538449625	
<b>Cengage Learning</b> (Interim 2009)	<b>Century 21 Accounting: Advanced</b>	<b>Gilbertson/ Lehman</b>	<b>2009</b>	<b>9-12</b>	<b>9780538447553</b>	<b>80% Accounting II</b>
	Notes:					
	Key Features:					
	Teacher's Edition Working Papers, Chapters 1-10				9780538447881	
	Teacher's Edition Working Papers, Chapters 11-24				9780538447898	
	Teacher's Edition Tests				9780538447904	
	Working Papers, Chapters 11-24				9780538447911	
	Working Papers, Chapters 1-10				9780538447928	
	Wraparound Teacher's Edition				9780538447935	
	Teacher's Edition Working Papers, Recycling Problems				9780538447973	
	ExamView				9780538448017	
	Working Papers, Chapters 1-24 Package				9780538448055	
	Instructor's Resource CD				9780538448062	
Instructor's Resource Kit				9780538448086		
Assessment Binder				9780538448109		
<b>Cengage Learning</b> (Interim 2009)	<b>Business Finance</b>	<b>Dlabay/ Burrow</b>	<b>2008</b>	<b>9-12</b>	<b>9780538445078</b>	<b>R</b>
	Notes: "Resource Only" as a class reference. Not recommended for an Economics course, could be used for banking and credit course.					
	Key Features:					
	Annotated Instructor's Edition				9780538445092	
	ExamView				9780538445108	
Instructor's Resource CD				9780538445115		
<b>Cengage Learning</b> (Interim 2009)	<b>Entrepreneurship: Ideas in Action</b>	<b>Greene</b>	<b>2009</b>	<b>9-12</b>	<b>9780538446266</b>	<b>100%</b>
	Notes:					
	Key Features:					
Module Box				9780538446273		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>Personal Financial Literacy</b>	<b>Ryan</b>	<b>2008</b>	<b>9-12</b>	<b>9780538444521</b>		
	Notes: No course standards. Key Features:						
	Annotated Instructor's Edition				9780538444613		
	ExamView				9780538444620		
	Instructor's Manual				9780538444668		
	Instructor's Resource CD				9780538444637		
Student Activity Manual				9780538445856			
<b>Cengage Learning</b> (Interim 2009)	<b>Managing Your Personal Finances</b>	<b>Ryan</b>	<b>2010</b>	<b>9-12</b>	<b>9780538449373</b>		
	Notes: No course standards. Not recommended for economics course, can be used for banking and credit course. Key Features:						
	Annotated Instructor's Edition				9780538449380		
	ExamView				9780538449410		
	Instructor's Resource CD				9780538449427		
<b>Cengage Learning</b> (Interim 2009)	<b>Economic Education for Consumers</b>	<b>Miller/ Stafford</b>	<b>2010</b>	<b>9-12</b>	<b>9780538448888</b>		
	Notes: No course standards. Not recommended for economics course, can be used for banking and credit course. Key Features:						
	Instructor's Wraparound Edition				9780538448895		
	ExamView				9780538448918		
	Instructor's Resource CD				9780538448925		
Instructor's Resource Kit				9780538448963			
<b>Glencoe/McGraw-Hill</b> (Interim 2009)	<b>Mathematics for Business and Personal Finance</b>	<b>Lange</b>	<b>2010</b>	<b>9-12</b>	<b>9780078805059</b>	<b>R</b> <b>42%</b> <b>Personal &amp; Family Finance-Economics</b>	
	Notes: "Resource Only". Key Features:						
	Teacher Annotated Edition (Free 1:35 Student Editions Purchased)			9780078883637			
	ExamView® Pro Testmaker(Free 1:50 Student Editions Purchased)			978007888786			

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>The Lampo Group, Inc.</b> (Interim 2009)	<b>Foundations in Personal Finance 5-Disc Set of Teacher's Materials – Main Component</b>	<b>Dave Ramsey</b>	<b>2008</b>	<b>9 – 12</b>	<b>9780981683904</b>	<b>R 29% Personal &amp; Family Finance- Economics</b>
Notes: "Resource Only". Key Features:						
Foundations in Personal Finance Student Workbook					978-0-9816839-1-1	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Computer Applications</b>							
<b>Cengage Learning</b> (Interim 2009)	<b>Century 21 Computer Keyboarding, Lessons 1-80</b>	<b>Hoggatt/ Shank</b>	<b>2010</b>	<b>9-12</b>	<b>9780538449106</b>	<b>83%</b>	
	Notes:						
	Key Features:						
	Wraparound Teacher's Edition					9780538449182	
	Instructor's Manual/ Solution Key					9780538449199	
	ExamView					9780538449205	
	Instructor's Resource Kit					9780538449441	
Instructor's Resource CD					9780538449137		
<b>Cengage Learning</b> (Interim 2009)	<b>Century 21 Computer Applications and Keyboarding Lessons 1-170</b>	<b>Hoggatt/ Shank</b>	<b>2010</b>	<b>9-12</b>	<b>9780538449069</b>	<b>95%</b>	
	Notes:						
	Key Features:						
	Instructor's Resource CD					9780538449137	
	Wraparound Teacher's Edition					9780538449175	
	Instructor's Manual/ Solution Key					9780538449199	
	ExamView					9780538449205	
Instructor's Resource Kit					9780538449441		
<b>Cengage Learning</b> (Interim 2009)	<b>Computer Concepts BASICS</b>	<b>Wells</b>	<b>2009</b>	<b>9-12</b>	<b>9781423904618</b>	<b>100%</b>	
	Notes:						
	Key Features:						
Instructor's Resource CD					9780324598940		
<b>Cengage Learning</b> (Interim 2009)	<b>Microsoft Office 2007: Advanced Concepts &amp; Techniques</b>	<b>Shelly/ Cashman</b>	<b>2008</b>	<b>9-12</b>	<b>9781418843335</b>	<b>85%</b>	
	Notes:						
	Key Features:						
Instructor's Resources					9781423912262		
<b>Cengage Learning</b> (Interim 2009)	<b>Microsoft Office 2007-Illustrated Second Course</b>	<b>Beskeen/ Cram/ Duffy</b>	<b>2008</b>	<b>9-12</b>	<b>9781423905134</b>	<b>89%</b>	
	Notes:						
	Key Features:						
Instructor's Resources					9781423925521		

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Cengage Learning</b> (Interim 2009)	<b>Microsoft Office 2007: Illustrated Introductory, Windows Vista Edition</b>	<b>Beskeen/ Cram/ Duffy</b>	<b>2008</b>	<b>9-12</b>	<b>9781423905141</b>	<b>94%</b>
	Notes: Key Features:					
	Instructor's Resources				9781423905622	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>iCheck Microsoft Office 07</b>	<b>Glencoe</b>	<b>2009</b>	<b>9-12</b>	<b>9780078786051</b>	<b>85%</b>
	Notes: Key Features:					
	Teacher Annotated Edition				9780078802607	
	Teacher Resource DVD				9780078802614	
	Lesson Planner Plus! DVD				9780078802690	
	Presentation Plus! DVD				9780078802683	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>iCheck Microsoft Word Office 07</b>	<b>Glencoe</b>	<b>2009</b>	<b>9-12</b>	<b>9780078802645</b>	<b>83%</b>
	Notes: Key Features:					
	Teacher Annotated Edition (Free 1:35 student editions purchased)				9780078802607	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>iCheck Microsoft Excel Office 07</b>	<b>Glencoe</b>	<b>2009</b>	<b>9-12</b>	<b>9780078802652</b>	<b>69%</b>
	Notes: Key Features:					
	Teacher Annotated Edition (Free 1:35 student editions purchased)				9780078802607	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>iCheck Microsoft PowerPoint Office 07</b>	<b>Glencoe</b>	<b>2009</b>	<b>9-12</b>	<b>9780078802676</b>	<b>85%</b>
	Notes: Key Features:					
	Teacher Annotated Edition (Free 1:35 student editions purchased)				9780078802607	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>iCheck Microsoft Access 07</b>	<b>Glencoe</b>	<b>2009</b>	<b>9-12</b>	<b>9780078802669</b>	<b>91%</b>
	Notes: Key Features:					
	Teacher Annotated Edition (Free 1:35 student editions purchased)				9780078802607	

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Business & Office Technology  
Professional Technical Education

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>Computer Concepts In Action</b>	<b>Haag</b>	<b>2009</b>	<b>9-12</b>	<b>9780078805776</b>	<b>100%</b>	
	Notes:						
	Key Features:						
	Teacher Resource Manual (Free 1:35 student editions purchased)				9780078807251		
	Teacher Resource DVD (Free 1:50 student editions purchased)				9780078807268		
Presentation Plus! DVD (Free 1:50 student editions purchased)				9780078897726			
<b>Pearson Education Inc., publishing as Prentice Hall</b> (Interim 2009)	<b>DDC Learning Microsoft® Office 2007: Advanced Skills, Student Edition</b>	<b>Weixel</b>	<b>2009</b>	<b>9-12</b>	<b>9780133691535</b>	<b>78%</b>	
	Notes:						
	Key Features:						
DDC Learning Microsoft® Office 2007: Advanced Skills, Teacher's Manual							
<b>Keyboarding</b>							
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>Glencoe Keyboarding Connections: Projects &amp; Applications</b>	<b>Jaehne</b>	<b>2006</b>	<b>6-8</b>	<b>9780078693144</b>	<b>70%</b>	
	Notes:						
Key Features:							
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>Keyboarding with Computer Applications</b>	<b>Johnson</b>	<b>2007</b>	<b>9-12</b>	<b>9780078693168</b>	<b>63%</b>	
	Notes:						
Key Features:							



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>Sports and Entertainment Marketing</b>	<b>Kaser/ Oelkers</b>	<b>2008</b>	<b>9-12</b>	<b>9780538445146</b>	<b>100%</b>	
	Notes: Key Features:						
	Annotated Instructor's Edition						9780538445191
	Instructor's Resource CD						9780538445184
ExamView					9780538445177		
<b>Cengage Learning</b> (Interim 2009)	<b>Entrepreneurship: Ideas in Action</b>	<b>Greene</b>	<b>2009</b>	<b>9-12</b>	<b>9780538446266</b>	<b>100%</b>	
	Notes: Key Features:						
	Module Box						9780538446273

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Cengage Learning</b> (Interim 2009)	<b>Quick Skills Individual License CD</b>	<b>Career Solutions Training Group</b>	<b>2010</b>	<b>9-12</b>	<b>9780538449328</b>	<b>R</b> <b>22%</b>
	Notes: "Resource Only". Key Features:					
	Instructor's Resource CD				9780538449274	
<b>Cengage Learning</b> (Interim 2009)	<b>Working</b>	<b>Bailey</b>	<b>2007</b>	<b>9-12</b>	<b>9780538444026</b>	<b>70%</b>
	Notes:					
	Key Features:					
	Instructor's Resource CD				9780538444064	
	ExamView				9780538444071	
	Instructor's Resource Kit				9780538444125	
DVD				9780538444101		
Instructor's Wrap Edition				9780538444040		
<b>Hey, Get a Job</b> (Interim 2009)	<b>Hey, Get a Job! A Teen Guide for Getting and Keeping a Job</b>	<b>Jennie Withers</b>	<b>11/03/08</b>	<b>9-12</b>	<b>Web-based</b>	<b>R</b> <b>22%</b>
	Notes: "Resource Only". Good resource for getting a job and knowing how to be successful in it as a student. Key Features:					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>A+ Guide to Managing and Maintaining Your PC</b>	<b>Andrews</b>	<b>2007</b>	<b>9-12</b>	<b>9780619217587</b>	<b>100% Comptia A+ Certification</b>	
	Notes: Information Systems Technology. Key Features:						
	Instructor's Resource						9781418067021
	Lab Manual						9780619217631
<b>Cengage Learning</b> (Interim 2009)	<b>CNC Programming: Principles and Applications</b>	<b>Mattson</b>	<b>2010</b>	<b>9-12</b>	<b>9781418060992</b>	<b>100%</b>	
	Notes: Engineering/STEM Education. Correlation to Project Lead the Way CNC Programming Principles and Applications. Key Features:						
	Instructor's Resource CD						9781418061005
<b>Cengage Learning</b> (Interim 2009)	<b>Visualization, Modeling, and Graphics for Engineering Design</b>	<b>Lieu/ Sorby</b>	<b>2009</b>	<b>9-12</b>	<b>9781401842499</b>	<b>100% Engineering Design, CADD</b>	
	Notes: Engineering/STEM Education. Key Features:						
	E.Resource						9781401842529
	Solutions Manual						9781401842550
<b>Cengage Learning</b> (Interim 2009)	<b>Engineering Drawing and Design</b>	<b>Madsen</b>	<b>2007</b>	<b>9-12</b>	<b>9781418029876</b>	<b>91% Engineering Design, CADD</b>	
	Notes: Engineering/STEM Education. Key Features:						
	E.Resource						9781418029890
	Solutions Manual						9781418029906
<b>Cengage Learning</b> (Interim 2009)	<b>Engineering Design: An Introduction</b>	<b>Karsnitz</b>	<b>2008</b>	<b>9-12</b>	<b>9781418062415</b>	<b>100%</b>	
	Notes: Engineering/STEM Education. Correlation to Project Lead the Way CNC Programming Principles and Applications. Key Features:						
	Workbook						9781418062422
	Instructor's Resource CD						9781418062439
	Project Manual						9781435439054

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Engineering & Technology Education  
Professional Technical Education

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Cengage Learning</b> (Interim 2009)	<b>Gateway to Engineering</b>	<b>Rogers</b>	<b>2010</b>	<b>9-12</b>	<b>9781418061784</b>	<b>100%</b>
	Notes: Engineering/STEM Education. Correlation to Project Lead the Way Gateway to Technology. Key Features:					
	Instructor's Resource CD				9781418061807	
<b>Pearson Ed. Inc, publishing as Prentice Hall</b> (Interim 2009)	<b>Learning Web Design with Adobe ® CS4, Student Edition</b>	<b>Murray</b>	<b>2010</b>	<b>9-12</b>	<b>9780135076880</b>	<b>80%</b>
	Notes: Engineering/STEM Education. Correlation to Web Design II Website Authoring Tools. Key Features:					
	Learning Web Design with Adobe ® CS4, Teacher's Manual				9780135077115	
<b>Pearson Ed. Inc, publishing as Prentice Hall</b> (Interim 2009)	<b>Learning Media Design with Adobe ® CS4, Student Edition</b>	<b>Skintik</b>	<b>2010</b>	<b>9-12</b>	<b>9780135076873</b>	<b>80%</b>
	Notes: Engineering/STEM Education. Correlation to Web Design II Website Authoring Tools. Key Features:					
	Learning Media Design with Adobe ® CS4, Teacher's Manual				9780135077108	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
Cengage Learning (Interim 2009)	<b>Personal Financial Literacy</b>	Ryan	2008	9-12	9780538444521	<b>67% Personal &amp; Family Finance-Economics</b>	
	Notes: Missing economics concepts. Key Features:						
	Annotated Instructor's Edition						9780538444613
	ExamView						9780538444620
	Instructor's Manual						9780538444668
	Instructor's Resource CD						9780538444637
	Student Activity Manual						9780538445856
Cengage Learning (Interim 2009)	<b>Managing Your Personal Finances</b>	Ryan	2010	9-12	9780538449373	<b>80% Personal &amp; Family Finance-Economics</b>	
	Notes: Missing economics concepts. Key Features:						
	Annotated Instructor's Edition						9780538449380
	ExamView						9780538449410
	Instructor's Resource CD						9780538449427
Cengage Learning (Interim 2009)	<b>Economic Education for Consumers</b>	Miller/ Stafford	2010	9-12	9780538448888	<b>85% Personal &amp; Family Finance-Economics</b>	
	Notes: Weak in economics concepts. Key Features:						
	Instructor's Wraparound Edition						9780538448895
	ExamView						9780538448918
	Instructor's Resource CD						9780538448925
	Instructor's Resource Kit						9780538448963
Cengage Learning (Interim 2009)	<b>Working</b>	Bailey	2007	9-12	9780538444026	<b>95% Career &amp; Personal Development</b>	
	Notes: Requires all ancillaries for Key Features:						
	Instructor's Resource CD						9780538444064
	ExamView						9780538444071
	Instructor's Resource Kit						9780538444125
	DVD						9780538444101
	Instructor's Wrap Edition						9780538444040

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Glencoe/ McGraw-Hill (Interim 2009)	<b>Succeeding in the World Of Work</b>	<b>Kimbrell et al</b>	<b>2008</b>	<b>9-12</b>	<b>9780078748288</b>	<b>90% Career &amp; Personal Development</b>
	Notes: Key Features:					
	Teacher Classroom Resources (Free 1:35 per student editions purchased)				9780078779657	
Glencoe/ McGraw-Hill (Interim 2009)	<b>Mathematics for Business and Personal Finance</b>	<b>Lange</b>	<b>2010</b>	<b>9-12</b>	<b>9780078805059</b>	<b>R 42% Personal &amp; Family Finance-Economics</b>
	Notes: "Resource Only". Key Features:					
	Teacher Annotated Edition (Free 1:35 Student Editions Purchased)			9780078883637		
	ExamView® Pro Testmaker(Free 1:50 Student Editions Purchased)			978007888786		
The Lampo Group, Inc. (Interim 2009)	<b>Foundations in Personal Finance 5-Disc Set of Teacher's Materials – Main Component</b>	<b>Dave Ramsey</b>	<b>2008</b>	<b>9-12</b>	<b>9780981683904</b>	<b>R 40% Personal &amp; Family Finance-Economics</b>
	Notes: "Resource Only". Good classroom resource. Offers many money concepts in DVD form versus a textbook. Series has a workbook for students to complete as they view DVD series. Great for student needing audio & visual references. Missing many of the economic and careers strands. Key Features:					
	Foundations in Personal Finance Student Workbook				978-0-9816839-1-1	
Hey, Get a Job (Interim 2009)	<b>Hey, Get a Job! A Teen Guide for Getting and Keeping a Job</b>	<b>Jennie Withers</b>	<b>11/03/08</b>	<b>9-12</b>	<b>Web-based</b>	<b>R 50% Teen Living</b>
	Notes: "Resource Only". Good resource for getting a job and knowing how to be successful in it as a student. Key Features:					
Realityworks, Inc. (Interim 2009)	<b>RealCare Program &amp; Simulator</b>	<b>Realityworks, Inc.</b>	<b>2009</b>	<b>9-12</b>	<b>9780982330807</b>	<b>R 14% Parenting &amp; Child Development</b>
	Notes: "Resource Only". Key Features:					

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Family consumer Science  
Professional Technical Education

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
Realityworks, Inc. (Interim 2009)	<b>Basic Infant Care Curriculum &amp; Simulator</b>	Realityworks, Inc.	2009	9-12	9780982330814	R 17% Parenting & Child Development
	Notes: "Resource Only". Key Features:					
Realityworks, Inc. (Interim 2009)	<b>Understanding Shaken Baby Syndrome &amp; Simulator</b>	Realityworks, Inc.	2009	9-12	9780982330821	R 28% Parenting & Child Development
	Notes: "Resource Only". Key Features:					
Realityworks, Inc. (Interim 2009)	<b>Understanding Prenatal Drug Exposure &amp; Demonstrator</b>	Realityworks, Inc.	2009	9-12	9780982330838	R 6% Parenting & Child Development
	Notes: "Resource Only". Key Features:					
Realityworks, Inc. (Interim 2009)	<b>Understanding Prenatal Alcohol Exposure &amp; Manikin</b>	Realityworks, Inc.	2009	9-12	9780982330845	R 20% Parenting & Child Development
	Notes: "Resource Only". Key Features:					
Realityworks, Inc. (Interim 2009)	<b>Pregnancy Simulation Program &amp; Pregnancy Profile Vest</b>	Realityworks, Inc.	2009	9-12	9780982330852	R 45% Parenting & Child Development
	Notes: "Resource Only". Key Features:					
Realityworks, Inc. (Interim 2009)	<b>TimeMAPS</b>	Realityworks, Inc.	2009	9-12	9780982230876	R 14% Personal & Family Finance-Economics
	Notes: "Resource Only". Key Features:					

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>Introduction to Medical Terminology</b>	<b>Ehrlich</b>	<b>2009</b>	<b>9-12</b>	<b>9781418030179</b>	<b>100% HP 0630</b>	
	Notes:						
	Key Features:						
	Workbook						9781418030186
	Instructor's Manual						9781418030193
Electronic Classroom Manager					9781418030209		
<b>Cengage Learning</b> (Interim 2009)	<b>Medical Assisting: Administrative and Clinical Competencies</b>	<b>Keir</b>	<b>2008</b>	<b>9-12</b>	<b>9781418032661</b>	<b>100% HP 0235</b>	
	Notes:						
	Key Features:						
	Workbook						9781418032678
	Instructor's Resource Manual						9781418032685
Instructor's Resource CD					9781418032692		
Online Companion					9781418032753		
<b>Cengage Learning</b> (Interim 2009)	<b>Body Structures &amp; Functions</b>	<b>Scott</b>	<b>2009</b>	<b>9-12</b>	<b>9781428304208</b>	<b>100% HP 0730</b>	
	Notes:						
	Key Features:						
	Instructor's Manual						9781428304284
	Workbook						9781428304215
Electronic Classroom Manager					9781428304239		
<b>Cengage Learning</b> (Interim 2009)	<b>Nursing Assistant: A Nursing Process Approach</b>	<b>Hegner</b>	<b>2008</b>	<b>9-12</b>	<b>9781418066079</b>	<b>100% HP 0230</b>	
	Notes:						
	Key Features:						
	Electronic Classroom Manager						9781418066116
	Workbook						9781418066093
Instructor's Manual					9781418066086		
<b>Glencoe/McGraw-Hill</b> (Interim 2009)	<b>Glencoe Health Care Science Technology: Career Foundations</b>	<b>Booth</b>	<b>2004</b>	<b>10-12</b>	<b>9780078294129</b>	<b>100% HP 0130</b>	
	Notes:						
	Key Features:						
Lab Activity Manual					9780078297373		



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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>Welding Skills: Processes and Practices for Entry-Level Welders: Book 3</b>	<b>Jeffus/ Bower</b>	<b>2010</b>	<b>9-12</b>	<b>9781435427969</b>	<b>100%</b>	
	Notes: Key Features:						
	Lab Manual				9781435427976		
	Instructor's Resources				9781435428034		
<b>Cengage Learning</b> (Interim 2009)	<b>Welding Skills: Processes and Practices for Entry-Level Welders: Book 2</b>	<b>Jeffus/ Bower</b>	<b>2010</b>	<b>9-12</b>	<b>9781435427907</b>	<b>100%</b>	
	Notes: Key Features:						
	Lab Manual				9781435427952		
	Instructor's Resources				9781435428034		
<b>Cengage Learning</b> (Interim 2009)	<b>Welding Skills: Processes and Practices for Entry-Level Welders: Book 1</b>	<b>Jeffus/ Bower</b>	<b>2010</b>	<b>9-12</b>	<b>9781435427884</b>	<b>100%</b>	
	Notes: Key Features:						
	Lab Manual				9781435427891		
	Instructor's Resources				9781435428034		
<b>Cengage Learning</b> (Interim 2009)	<b>Guide to Digital Home Technology Integration</b>	<b>Wells</b>	<b>2009</b>	<b>9-12</b>	<b>9781435400627</b>		
	Notes: No course standards. Key Features:						
	Faculty Guide				9781435400689		
<b>Cengage Learning</b> (Interim 2009)	<b>Woodworking</b>	<b>MacDonald</b>	<b>2009</b>	<b>9-12</b>	<b>9781401862800</b>		
	Notes: Recommended for cabinetry. No course standards. Key Features: A chapter on safety, in addition to "Safety" notes highlighted in the chapters, emphasizes the importance of practicing caution in working with woodworking tools and materials. Step-by-step "Procedures" integrated into the chapters allow learners to learn individual tasks to ensure successful completion of a project. Uniquely designed to encourage the progression to more advanced techniques, each chapter includes a step-by-step "Build-It" project for the beginner, and "Project Challenge" for the more experienced woodworker. "Woodworking Tips" and other featured facts highlighted in the chapters provide insightful and engaging information to further encourage success in building projects						
	Instructor's Manual				9781401862824		
	E.Resource				9781401862831		

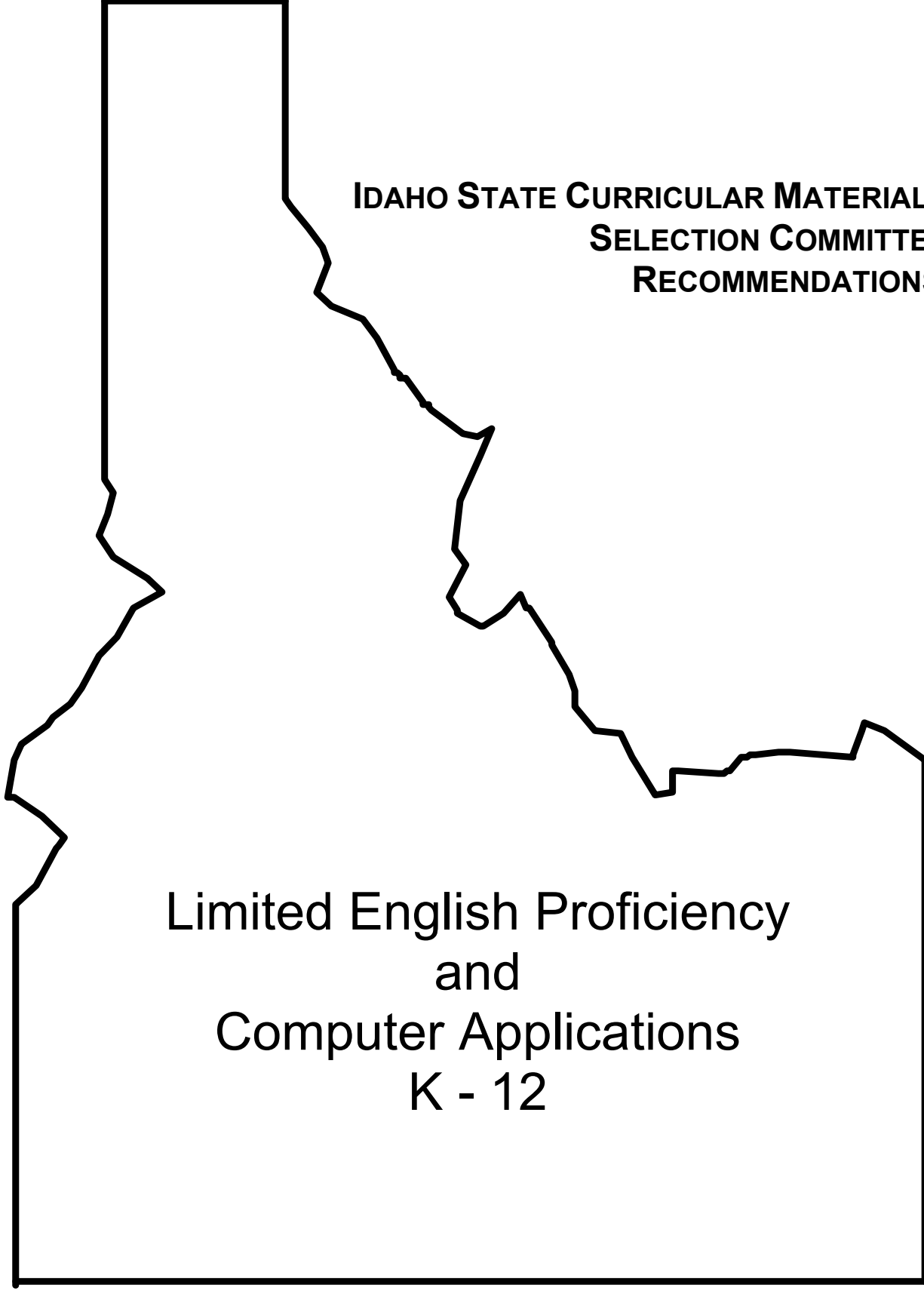
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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation	
<b>Cengage Learning</b> (Interim 2009)	<b>Residential Construction Academy: Basic Principles for Construction</b>	Huth	2008	9-12	9781418052515	22%	
	Notes: To be used in conjunction with "Carpentry" and NCEER curriculum. Key Features:						
	Instructor's Manual						9781418052522
	E.Resource						9781418052539
Basic Principles DVD					9781418052560		
<b>Cengage Learning</b> (Interim 2009)	<b>Residential Construction Academy: Basic Principles for Construction</b>	Huth	2008	9-12	9781418052515	77%	
	Notes: To be used in conjunction with "Basic Principles for Construction" and NCEER curriculum. Key Features:						
	Instructor's Manual						9781418052522
	E.Resource						9781418052539
Basic Principles DVD					9781418052560		
<b>Cengage Learning</b> (Interim 2009)	<b>Residential Integrator's Basics</b>	Delmar Learning	2007	9-12	9781418014070		
	Notes: No course standards. Key Features:						
	Faculty Guide						9781418014087
<b>Cengage Learning</b> (Interim 2009)	<b>Mathematics for Machine Technology</b>	Smith	2010	9-12	9781428336568		
	Notes: No course standards. Key Features:						
	Instructor's Resources						9781428336575
<b>Cengage Learning</b> (Interim 2009)	<b>Automotive Technology Systems Approach</b>	Erjavec	2010	9-12	9781428311497	100%	
	Notes: Key Features:						
	Online Companion						9781435441460
	Instructor's Manual						9781428311510
Instructor's Resources					9781428311527		
<b>Cengage Learning</b> (Interim 2009)	<b>Exploring Journalism and the Media</b>	Lynch	2009	9-12	9780538446136	R 66%	
	Notes: "Resource Only". Key Features:						
	Instructor's Resource CD						9780538446457
	Annotated Instructor's Edition						9780538446471
ExamView					9780538446440		

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Skilled & Technical Sciences  
Professional Technical Education

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource *Correlation
<b>Glencoe/ McGraw-Hill</b> (Interim 2009)	<b>High-Performance Manufacturing: Portable Production Skills</b>	<b>Glencoe</b>	<b>2006</b>	<b>10-12</b>	<b>9780078614873</b>	
	Notes: No course standards Key Features:					
	Instructor Resources CD-ROM (Free 1:50 Student Editions Purchased)				9780078611858	
<b>Holt McDougal</b> (Interim 2009)	<b>Introduction to Journalism Student Edition</b>	<b>John Reque, Susan Hathaway Tantillo, Judy Babb, Melissa McIntosh &amp; Bryan Denham</b>	<b>2001</b>	<b>9-12</b>	<b>9780618003778</b>	<b>98%</b>
	Notes: Key Features:					
	Introduction to Journalism Teacher's Resource Manual				9780618087716	
<b>Rosen Publishing Co.</b> (Interim 2009)	<b>High School Journalism</b>	<b>Homer L. Hall and Logan H. Aimone</b>	<b>2009</b>	<b>9-12</b>	<b>9781404218314</b>	<b>78%</b>
	Notes: Key Features:					
	Teacher's Workbook and Teacher's Guide for High School Journalism				978-1-4042-1832-1	
	Student's Workbook for High School Journalism				978-1-4042-1833-8	



**IDAHO STATE CURRICULAR MATERIALS  
SELECTION COMMITTEE  
RECOMMENDATIONS**

Limited English Proficiency  
and  
Computer Applications  
K - 12

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
<b>Rosetta Stone Ltd.</b> (2009)	<b>Rosetta Stone® Classroom Version 3</b>	<b>Rosetta Stone Ltd.</b>	<b>2008</b>	<b>K-12</b>	<b>9781603914475</b>	<b>R</b>
	Notes: "Resource Only" for beginner thru intermediate levels. Program strength in reading and speaking strands Key Features:					
<b>Scholastic, Inc.</b> (2009)	<b>System 44 Upper Elementary For 20 Students</b>	<b>Marilyn Jager Adams, Ted Hasselbring &amp; Richard K. Wagner</b>	<b>2009</b>	<b>3-6</b>	<b>9780545094726</b>	<b>R 48%</b>
	Notes: "Resource Only" Must have all program components for program implementation. Program strength in reading and decoding. Key Features:					
	System 44 Upper Elementary Additional Classroom Pack				978-0-545-11997-9	
	System 44 Upper Elementary Teacher Resource Bookshelf				978-0-545-11999-3	
	SYSTEM 44 44Book (consumable)				978-0-439-74159-0	
	SYSTEM 44 Decodable Digest				978-0-545-07614-2	
	SYSTEM 44 Teaching Guide				978-0-545-07616-6	
<b>Scholastic, Inc.</b> (2009)	<b>SYSTEM 44 Secondary For 20 Students</b>	<b>Marilyn Jager Adams, Ted Hasselbring &amp; Richard K. Wagner</b>	<b>2009</b>	<b>7-12</b>	<b>9780545094733</b>	<b>R 48%</b>
	SYSTEM 44 Secondary Additional Classroom Pack				978-0-545-11998-6	
	SYSTEM 44 Secondary Teacher Resource Bookshelf				978-0-545-12000-5	
	SYSTEM 44 44Book (consumable)				978-0-439-74159-0	
	SYSTEM 44 Decodable Digest				978-0-545-07614-2	
	SYSTEM 44 Teaching Guide				978-0-545-07616-6	

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Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for Digital Movie Making</b>	<b>Teacher Created Materials Staff</b>	<b>02/06/2007</b>	<b>K-12</b>	<b>9780743902007</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for Digital Photography 4.0</b>	<b>Teacher Created Materials Staff</b>	<b>09/04/2007</b>	<b>K-12</b>	<b>9781433302077</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for Microsoft PowerPoint XP/X</b>	<b>Teacher Created Materials Staff</b>	<b>12/01/2002</b>	<b>K-12</b>	<b>9780743934183</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for Microsoft Excel XP/X</b>	<b>Teacher Created Materials Staff</b>	<b>12/01/2002</b>	<b>K-12</b>	<b>9780743934176</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for Microsoft Word XP/X</b>	<b>Teacher Created Materials Staff</b>	<b>12/01/2002</b>	<b>K-12</b>	<b>9780743934169</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for TI Graphing Calculators</b>	<b>Teacher Created Materials Staff</b>	<b>02/24/2006</b>	<b>K-12</b>	<b>9780743902588</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					

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**Computer Applications**  
K-12

Publisher	Title of Material	Author	Copyright	Grade Level	ISBN Number	R=Resource Correlation
<b>Teacher Created Materials</b> 2009	<b>TechTools Resource Kit for Inspiration 8</b>	<b>Teacher Created Materials Staff</b>	<b>09/04/2007</b>	<b>K-12</b>	<b>9781433302084</b>	<b>R</b>
	Notes: "Resource Only". Key Features:					

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**AUGUST 20-21, 2009**

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**SUBJECT**

Boise State University Full Program Review Team Report

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Idaho State Department of Education review of the Boise State University (BSU) teacher preparation program was conducted January 31-February 4, 2009. The visit was in conjunction with an National Council for Accreditation of Teacher Education (NCATE) review according to the partnership-state protocol supported by the Professional Standards Commission. In preparation for the visit, the professional education unit, which is responsible for the preparation of teachers and school administrators, prepared a self-study shared by the two teams.

A ten-member State Evaluation Team and two State Department coordinators visited the BSU campus located in Boise, Idaho. Representatives from the team also visited partnership schools where candidates are placed for clinical and field experiences. The team's goal was to review programs to determine if there was sufficient evidence indicating that BSU teacher candidates have met the Idaho Standards for the Initial Certification of Professional School Personnel.

The standards used to validate the institutional report are the Idaho Standards for the Initial Certification of Professional School Personnel. Rubrics for each set of standards were used for the review process. Team members determined if there were sufficient data from at least three sources of evidence to validate each area reviewed. Examples of the sources of data reviewed include, but are not limited to: course syllabi, meeting minutes, contractual agreements, program plans and descriptions, advising checklists, class assignments, portfolios, assessment data, and work samples.

In collaboration with the NCATE review team, State reviewers visited several sites where they were able to speak with cooperating teachers, administrators, and teacher candidates. In addition to the review of documents, team members also conducted interviews with unit faculty, candidates, university administrators, university faculty, P-12 principals, P-12 cooperating teachers, and university supervisors.

Meetings were also scheduled with BSU faculty, the Teacher Education Coordinator, additional teacher candidates, department chairs related to certification areas, elementary education department faculty, coordinator and personnel responsible for assessment and analysis, the College of Education Curriculum Committee, the College of Education Dean, the President of BSU,



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AUGUST 20-21, 2009**

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Department Chairs, Admissions director and staff, the Provost and Vice President for Academic Affairs, advising and academic enhancement personnel, the associate dean of teacher education and accreditation, college of education curriculum committee, and the teacher education coordinator council.

Along with the ten Core Standards, the programs reviewed were: Social Studies (economics, political science, history); Visual & Performing Arts (music, and theatre arts); Communication Arts; Early Childhood Studies; School Social Workers; Special Education; Science (biology, chemistry, earth science, physics); Physical Education; Foreign Language (French, German, Spanish); Bilingual/ESL; Administrator—Principal K-12; Reading; Mathematics; Elementary Education; and Language Arts.

**IMPACT**

In order to maintain their accreditation status and produce graduates eligible for Idaho teacher certification, BSU must offer a teacher preparation program adequately aligned to both NCATE and State Standards.

**ATTACHMENTS**

Attachment 1 – State Review Team Report

Page 3

**BOARD ACTION**

A motion to accept the State Review Team Report, thereby granting program approval of Administrators, Bilingual/ESL, Communication Arts, Early Childhood Studies, Elementary Education, Foreign Language (Spanish), Language Arts, Math, Physical Education, Reading, Science, Biology, Chemistry, Earth and Space Science, Physics, Social Studies, Economics, History, Political Science/Government & Civics, School Social Workers, Special Education Generalist, Visual & Performing Arts, Drama, and Music at Boise State University.

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

A motion to accept the State Review Team Report, thereby granting conditional approval of Foreign Language (French and German) at Boise State University.

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

**IDAHO STANDARDS FOR INITIAL CERTIFICATION  
OF PROFESSIONAL SCHOOL PERSONNEL**

**TEAM REPORT ON FINDINGS**

**in its visit to**

**Boise State University  
January 31 – February 4, 2009**

**For the  
PROFESSIONAL STANDARDS COMMISSION  
Idaho State Board of Education**

Reviewers: Stacey Jensen, Edahow Elementary and Lana P. Elliott, Lewis-Clark State College, co-chairs; Dr. Stan Olson, Boise Schools; Marcia Beckman, Dr. Linda Clark, Meridian Schools; Joe Kelly, Meridian Schools; Terah Moore, George Fox University; Randy Schrader, Caldwell Schools; Jayne Heath, Dr. Jann Hill, Lewis-Clark State College along with Christina Linder and Katie Rhodenbaugh, Idaho State Department Coordinators.

## INTRODUCTION

The Idaho State Department of Education review of the Boise State University teacher preparation program was conducted January 31-February 4, 2009. The visit was in conjunction with an NCATE review according to the partnership-state protocol supported by the Professional Standards Commission. In preparation for the visit, the professional education unit, which is responsible for the preparation of teachers and school administrators, prepared a self-study shared by the two teams.

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Meetings were also scheduled with BSU faculty, the Teacher Education Coordinator, additional teacher candidates, department chairs related to certification areas, elementary education department faculty, coordinator and personnel responsible for assessment and analysis, the College of Education Curriculum Committee, the College of Education Dean, the President of BSU, Department Chairs, Admissions director and staff, the Provost and Vice President for Academic Affairs, advising and academic enhancement personnel, the associate dean of teacher education and accreditation, college of education curriculum committee, and the teacher education coordinator council.

Along with the ten Core Standards, the programs reviewed were: Social Studies (economics, political science, history); Visual & Performing Arts (music, and theatre arts); Communication Arts; Early Childhood Studies; School Social Workers; Special Education; Science (biology, chemistry, earth science, physics); Physical Education; Foreign Language (French, German, Spanish); Bilingual/ESL; Administrator—Principal K-12; Reading; Mathematics; Elementary Education, and Language Arts.

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This report is written in three parts. Part I addresses the evaluation of Core Standards; Part II deals with the Foundation Standards and their Enhancements; Part III provides names of participants related to events they attended (e.g. the poster session, in-field visit, observations, etc.).

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**RESULTS OF PROGRAM REVIEW**

**Ten Core Standards**

<b>Standards</b>	<b>Recommendations</b>
Standard 1: Knowledge of Subject Matter	Approved
Standard 2: Knowledge of Human Development and Learning	Approved
Standard 3: Modifying Instruction for Individual Needs	Approved
Standard 4: Multiple Instructional Strategies	Approved
Standard 5: Classroom Motivation and Management Skills	Approved
Standard 6: Communication Skills	Approved
Standard 7: Instructional Planning Skills	Approved
Standard 8: Assessment of Student Learning	Approved
Standard 9: Professional Commitment and Responsibility	Approved
Standard 10: Partnerships	Approved

**Foundation and Related Enhancement Standards**

<b>Programs</b>	<b>Recommendations</b>
Administrators	Approved
Bilingual/ESL	Approved
Communication Arts	Approved
Early Childhood Studies	Approved
Elementary Education	Approved
Foreign Language <ul style="list-style-type: none"> <li>• Spanish</li> <li>• French</li> <li>• German</li> </ul>	Approved Conditionally <ul style="list-style-type: none"> <li>• Approved</li> <li>• Approved Conditionally</li> <li>• Approved Conditionally</li> </ul>
Language Arts	Approved
Math	Approved
Physical Education	Approved
Reading	Approved
Science <ul style="list-style-type: none"> <li>• Biology</li> <li>• Chemistry</li> <li>• Earth and Space Science</li> <li>• Physics</li> </ul>	Approved Approved Approved Approved Approved
Social Studies <ul style="list-style-type: none"> <li>• Economics</li> <li>• History</li> <li>• Political Science/Government &amp; Civics</li> </ul>	Approved Approved Approved Approved
School Social Workers	Approved
Special Education Generalist	Approved
Visual & Performing Arts <ul style="list-style-type: none"> <li>• Drama</li> <li>• Music</li> </ul>	Approved Approved Approved

**PART I  
CORE TEACHER STANDARDS**

**Candidate Performance Relative to the Idaho Standards**

The Idaho Standards for Initial Certification provide the framework for the approval of educator preparation programs. As such, the standards/principles set the criteria by which teacher preparation programs are reviewed. The following Core Teacher Standards outline what every teacher needs to know and be able to do.

The rubrics associated with each core standard are used to evaluate the extent to which teacher preparation programs prepare teachers who meet the standards. They are designed to be used with each individual preparation program (e.g., Elementary Education, Special Education, Secondary English, Secondary Science–Biology, etc.). Consistent with NCATE accreditation standards, the rubrics describe three levels of performance (i.e., unacceptable, acceptable, and target) for each of the Idaho Standards for Initial Certification and are used to make holistic judgments. The performance indicators coupled with each standard/principle provide the lens through which the State Program Approval Team evaluates the institution’s evidence that teacher candidates meet the State of Idaho Teacher Standards.

**RUBRICS FOR CORE TEACHER STANDARDS**

*Standard 1: Knowledge of Subject Matter – The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		X	
<b>1.2 Making Subject Matter Meaningful</b>		X	

1.1 Grade requirements for education classes, ICLEA, Praxis I and II test scores, as well as portfolio analysis indicate that teacher candidates demonstrate adequate knowledge of the content that they plan to teach and understand the ways new knowledge in the content area is discovered. Discussions with candidates and lesson plans indicated a knowledge of the content that they will be teaching. Lesson plans also indicate that candidates are aware of a variety of sources available to them in order to attain additional content knowledge as necessary. Surveys taken by candidates indicated a strong belief that they had the content knowledge that they needed in order to teach their specialty area.

1.2 Lesson plan analysis, portfolio work, and candidate observations provides evidence that teacher candidates are able to create learning experiences that make the content taught meaningful to students. Several comments within the Professional Year Assessments mentioned the candidate’s ability to make the content knowledge applicable to the students they were working with.

***Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.***

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		X	
<b>2.2 Provide Opportunities for Development</b>		X	

2.1 Syllabi for ED-CIFS 302 and required readings in ED-CIFS 203, as well as lesson plans provide evidence that teacher candidates demonstrate an adequate understanding of how students learn and develop. Coursework for the reading language arts classes as well as ICLA scores provide evidence that candidates demonstrate an adequate understanding of language and reading development.

2.2 Professional Year Assessments, lesson plan analysis and reflections, as well as cooperating teaching interviews provide evidence that teacher candidates provide opportunities to support students' developmental stages and growth. Comments on Professional Year Assessments indicate that candidates are able to create appropriate lessons for age of student they are working with.

***Standard 3: Modifying Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are modified for students with diverse needs.***

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Individual Learning Needs</b>		X	
<b>3.2 Modifying Instruction for Individual Learning Needs</b>		X	

3.1 Assignments from ED-SPED 250 and 350, syllabi, and interviews with cooperating teachers provide evidence that teacher candidates demonstrate an adequate understanding of how students differ in their approaches to learning.

3.2 Lesson plan analysis, portfolios, cooperating teacher and university supervisor observation forms, provides evidence that teacher candidates are able to modify instructional opportunities to support students with diverse needs. Candidates are provided with multiple opportunities to work with students of differing abilities during education coursework as well as during internship.



***Standard 4: - Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop student learning.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple instructional strategies</b>		X	
<b>4.2 Application of multiple instructional strategies</b>		X	

4.1 Lesson plan and portfolio analysis, syllabi, and candidate interviews provide evidence that teacher candidates demonstrate an adequate understanding of instructional strategies. Lesson plans show examples of whole group lecture, small group discussion and assignments, as well as peer tutoring strategies. Assignment samples from ED-CIFS 330 (Social Studies Methods) require candidates to create a Professional Handbook with a section specifically for instructional techniques which would work not only in teaching Social Studies but in almost all content areas as well.

4.2 Lesson plan reflections, observation of candidates, as well as the Professional Year Evaluation and Employer Survey provide evidence that teacher candidates use a variety of instructional strategies. It was noted in interviews and internship lesson plans that secondary candidates were less likely to use a variety of techniques than candidates working in grades K-6.

***Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.***

Element	Unacceptable	Acceptable	Target
<b>5.1 Understanding of Classroom Motivation and Management Skills</b>		X	
<b>5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments</b>		X	

5.1 Assignments from coursework in ED-CIFS 332 (Elementary Classroom Learning Environments), lesson plans, and candidate interviews provide evidence that teacher candidates demonstrate an adequate understanding of the principles of motivation and management for safe and productive student behavior. Candidates enrolled in ED-CIFS 332 are required to complete a variety of assignments which encompass a holistic view of classroom environments and management skills. Secondary Candidates enrolled in ED-CIFS 302 are also required to create a written management plan as an assignment.

5.2 Candidate interviews, portfolio reflections, and Professional Year Assessments provide evidence that teacher candidates are able to create, manage, and modify learning environments to ensure they are safe and

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productive. Comments on professional Year Assessments for secondary candidates indicate that although most supervisors rated the candidates a 2 in this area, it was an area that was developing or a struggle for a variety of candidates. Comments on this area for candidates teaching in the K-6 classrooms tended to be more positive.

***Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.***

Element	Unacceptable	Acceptable	Target
<b>6.1 Communication Skills</b>		X	
<b>6.2 Application of Communication Skills</b>		X	

6.1 Portfolio and lesson plan analysis, interviews with University Faculty, and observations during the poster session provide evidence that teacher candidates demonstrate an adequate ability to model and use communication skills appropriate to professional settings. Although technology today makes it easier to write in a professional manner, candidates seemed to be able to create plans, portfolios, and other artifacts which were error free and written in a clear, concise manner.

6.2 Lesson plan analysis, candidate interviews, and Professional Year Assessments provide evidence that teacher candidates create learning experiences that promote student learning and communication skills. Multiple portfolios indicate that candidates are using communication such as journaling, papers, group presentations, and power points to use real world communication skills.

***Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.***

Element	Unacceptable	Acceptable	Target
<b>7.1 Instructional Planning Skills</b>		X	
<b>7.2 Instructional Planning</b>		X	

7.1 Required coursework assignments, syllabi goals, interviews with faculty provide evidence that teacher candidates demonstrate an adequate understanding of how to plan and prepare instruction based upon consideration of knowledge of subject matter, students, the community, and curriculum goals. Rubrics listed in syllabi for assignments often list a requirement for listing of state and district goals as well as planning needs based upon student populations.

7.2 Portfolio analysis, Professional Year Assessments, and lesson plan reflections provide evidence that teacher candidates plan and prepare instruction based upon consideration of subject matter, students, the community, and curriculum goal. Multiple Professional Year Assessments noted comments about candidates' ability to see short term as well as long term goals and to plan thorough lessons.

***Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.***

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		X	
<b>8.2 Using and Interpreting Program and Student Assessment Strategies</b>		X	

8.1 Syllabi, course assignments, and lesson plans provide evidence that teacher candidates demonstrate an adequate understanding of formal and informal student assessment strategies to evaluate and advance student performance. Most all lesson plans noted a test or quiz provided at the end of the lesson or unit to assess student learning. Discussion with candidates and faculty indicated that knowledge of Idaho's state required testing was discussed and used in coursework. Little evidence was noted in lesson plans and reflections that indicated that candidates would use or used informal assessments to adapt instruction nor did they use informal or formal assessments to determine teaching effectiveness.

8.2 Professional Year Assessments, the 2007 Employer survey, course assignments, and interviews with cooperating teachers and candidates provide evidence that teacher candidates use and interpret formal and informal assessment strategies to evaluate and advance student performance and determine teaching effectiveness. Lesson plans and portfolio samples noted multiple rubrics for assignments and indicated how rubrics would be used to further instruction and help evaluate teacher effectiveness.

***Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.***

Element	Unacceptable	Acceptable	Target
<b>9.1 Professional Commitment and Responsibility as Reflective Practitioner</b>		X	
<b>9.2 Developing in the Art and science of Teaching</b>		X	

9.1 Portfolio samples, lesson plans, and interviews with faculty provide evidence that teacher candidates demonstrate an adequate ability to be reflective practitioners who are committed to their profession. Syllabi indicated required reading from professional journals and candidate interviews indicated that candidates were aware that professional organizations existed. Lesson plans when taught noted sections for reflection.

9.2 Syllabi, 2007 Employer Survey, and candidate interviews provide evidence that teacher candidates display an adequate ability to engage in purposeful mastery of the art and science of teaching

***Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well being.***

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting in with Colleagues, Parents, and Community in Partnerships</b>		X	

10.1 Lesson plans, Professional Year Assessment comments, and interviews with candidates and faculty provide evidence that teacher candidates interact in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well being. Multiple lesson plans noted communication with parents and use of outside community resources. Professional Year Assessment comments indicated positively toward candidates' abilities to work with faculty and to interact professionally. The 2007 Employer survey noted this area to be weaker for graduates at the Jr. High and High School level.

Areas of Improvement: None

Recommended Action: None

- Approved
- Approved Conditionally
- Not Approved

## PART II FOUNDATION STANDARDS AND THEIR ENHANCEMENTS

While the Core Teacher Standards apply to all teacher certification areas for teachers, institutions additionally must exhibit that teacher candidates are able to demonstrate their knowledge, dispositions, and performances in their content areas (e.g. secondary biology, elementary education, music education, language arts, etc.). Thus, the Foundation and their Enhancement Standards expand on the Core Standards. As a result, The Idaho Core Teacher Standards along with the Foundation and Enhancement Standards are designed to be "layered" to describe what a teacher in the content area must know and be able to do in order to be recommended to the State of Idaho for initial certification.

Important enhancements for several content areas do not fall under the ten Core Teacher Standards. For example, a science teacher must provide a safe learning environment in relation to labs, materials, equipment, and procedures. This does not relate to what every subject area teacher needs

to know. Therefore, it is listed as Standard #11 under Science Teacher Standards. In no case are there more than 12 overall Standards for any subject area.

Only pertinent foundation and enhancement standards are addressed in this section. Specific standards are omitted when they apply to the same Core Teacher Standards.

**RUBRICS FOR FOUNDATION STANDARDS AND ENHANCEMENTS**

**IDAHO STANDARDS FOR ADMINISTRATORS  
PRINCIPAL K-12**

***Standard 1: Visionary and Strategic Leadership—A school administrator is an educational leader who promotes the success of each student and staff member by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.***

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Visionary and Strategic Leadership</b>		<b>X</b>	
<b>1.2 Application of Visionary and Strategic Leadership</b>		<b>X</b>	

1.1 Candidate, graduate, and university supervisor interviews, work samples, and syllabi provide evidence that administrator candidates have an adequate understanding of specific models and processes of visionary leadership and how to engage stakeholders in strategic planning and data collection.

1.2 Candidate and university supervisor interviews, work samples, syllabi, and additional reading assignments and coursework and the practicum provide evidence that administrator candidates demonstrate an adequate ability to facilitate the development and implementation of visioning and strategic leadership, using key concepts and models.

**Standard 2: Instructional Leadership—The school administrator is an educational leader who promotes the success of each student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.**

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding of Instructional Leadership</b>			<b>X</b>
<b>2.2 Application of Instructional Leadership</b>			<b>X</b>

2.1 Candidate, graduate, and university supervisor interviews, work samples, and syllabi analysis provide evidence that administrator candidates have an in-depth understanding of the relationships between school culture, diverse student needs, instructional program, staff professional growth, and student achievement.

2.2 Candidate, graduate and university supervisor interviews, along with observations and work samples, syllabi, and additional coursework and practicum provide evidence that administrator candidates demonstrate an in-depth ability to advocate for, nurture, and sustain a school culture and instructional program conducive to student learning, diverse student needs, and staff professional growth.

**Standard 3: Management and Organizational Leadership—A school administrator is an educational leader who promotes a safe, efficient, and effective learning environment, and manages the organization, operations, and resources for the success of each student.**

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Management and Organizational Leadership</b>		<b>X</b>	
<b>3.2 Application of Management and Organizational Leadership</b>		<b>X</b>	

3.1 Candidate, graduate, and university supervisor interviews, work samples, and syllabi provide evidence that administrator candidates have an adequate understanding of how to promote and manage a safe, efficient, and effective learning environment for the success of each student.

3.2 Candidate, graduate, and university supervisor interviews, work samples, syllabi, and additional coursework and practicum provide evidence that administrator candidates demonstrate an adequate ability to promote and manage a safe, efficient, and effective learning environment for the success of each student.

**Standard 4: Family and Community Partnerships—A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.**

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of Family and Community Partnerships</b>		<b>X</b>	
<b>4.2 Application of</b>		<b>X</b>	

<b>Family and Community Partnerships</b>			
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4.1 Candidate, graduate, and university supervisor interviews, work samples, and syllabi provide evidence that administrator candidates have an adequate understanding of how to collaborate with families and community members, respond to diverse community interests and needs, and mobilize community resources to promote the success of each student.

4.2 Candidate, graduate, and university supervisor interviews, work samples, syllabi, and additional coursework and practicum provide evidence that administrator candidates demonstrate an adequate ability to collaborate with families and community members, respond to diverse community interests and needs, and mobilize community resources to promote the success of each student.

**Standard 5: Professional and Ethical Leadership—The school administrator is a professional who demonstrates personal and professional values, ethics, and integrity.**

Element	Unacceptable	Acceptable	Target
<b>5.1 Understanding of Professional and Ethical Leadership</b>			<b>X</b>
<b>5.2 Application of Professional and Ethical Leadership</b>			<b>X</b>

5.1 Candidate, graduate, and university supervisor interviews, work samples, and syllabi provide evidence that administrator candidates have an in-depth understanding of the relationship between personal and professional values, ethics, and integrity to promote the success of each student.

5.2 Candidate, graduate, and university supervisor interviews, work samples, syllabi, additional coursework, practicum and portfolio analysis provide evidence that administrator candidates demonstrate an in-depth ability to apply personal and professional values, ethics, and integrity to promote the success of each student.

**Standard 6: Governance and Legal Leadership—A school administrator is an educational leader who promotes the success of each student by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural contexts.**

Element	Unacceptable	Acceptable	Target
<b>6.1 Understanding of Governance and Legal Leadership.</b>			<b>X</b>
<b>6.2 Application of Governance and Legal Leadership.</b>			<b>X</b>

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6.1 Candidate, graduate, and university supervisor interviews, work samples, and syllabi provide evidence that administrator candidates have an in-depth understanding of school administrator in responding to and influencing the larger political, social, economic, legal, and cultural contexts to promote the success of each student.

6.2 Candidate, graduate, and university supervisor interviews, work samples, syllabi, additional coursework, practicum and portfolio analysis provide evidence that administrator candidates demonstrate an in-depth ability to respond to and influence the larger political, social, economic, legal, and cultural contexts to promote the success of each student.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR BILINGUAL/ESL TEACHERS**

*Principle 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Candidate and university supervisor interviews, work samples, and syllabi analysis indicate that teacher candidates demonstrate adequate understanding of the functions and contextual usage of social and academic language in both languages, instructional design and implementation for bilingual learning, and language skill development in both the first and second language.

1.2 Candidate and university supervisor interviews, work samples, syllabi, along with additional coursework and practicum analysis indicate that teacher candidates demonstrate an adequate ability to integrate social and academic language into instructional design and implementation.

*Principle 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*



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Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		X	
<b>2.2 Provide Opportunities for Development</b>		X	

2.1 Candidate and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of the impact of first language and culture on human development, and instructional strategies appropriate to the students' level of development and background.

2.2 Candidate and university supervisor interviews, work samples, and additional course work provide evidence that teacher candidates demonstrate an adequate ability to utilize instructional strategies appropriate to the students' level of development and first language background.

*Principle 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.*

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Individual Learning Needs</b>		X	
<b>3.2 Accommodating Individual Learning Needs</b>		X	

3.1 Candidate and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of and appreciation for intellectual and cultural diversity including gender, age ethnicity, and socioeconomic background.

3.2 Candidate and university supervisor interviews, work samples, and additional course work provide evidence that teacher candidates demonstrate an adequate ability to integrate instructional adaptations in response to cultural and intellectual diversity.

*Principle 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.*

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Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>		<b>X</b>	

4.1 Candidate and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of how to select, adapt, create, and use materials for second language instruction.

4.2 Candidate and university supervisor interviews, work samples, and additional course work provide evidence that teacher candidates demonstrate an adequate ability to select, adapt, create, and use materials for second language instruction.

*Principle 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.*

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting in with Colleagues, Parents, and Community in Partnerships.</b>		<b>X</b>	
<b>10.2 Interacting in with Colleagues, Parents, and Community in Partnerships.</b>		<b>X</b>	

10.1 Candidate and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate an adequate understanding of the importance of student, educator, family, and community linkage to the enhancement of language development in both languages.

10.2 Candidate and university supervisor interviews, work samples, and additional course work provide evidence that teacher candidates demonstrate an adequate ability to link instruction with family and community.

Areas of Improvement: None

Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR COMMUNICATION ARTS TEACHERS**

*Principle 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Faculty syllabi, student work samples, and interviews with faculty provide evidence that teacher candidates demonstrate adequate understanding of the constructs of values and ethics and their roles in communication, the interactive roles of perceptions, meaning, symbolism, and language, and their effects on communication, organizational relevance to the presentation of ideas and arguments, the process of problem solving, research concepts and practices, audience analysis and adaptation, and the process of communication.

1.2 Interviews with faculty, reviewing student work samples and faculty syllabi, demonstrate there is sufficient evidence that the program provides evidence that teacher candidates create adequate learning experiences that use effective materials, resources, and learning activities that support instructional goals; emphasize the importance of values and ethics relevant to various communication processes (e.g., speeches, interpersonal interactions, journalistic writing, and debate); instruct students in practices of research; create lessons that stress the importance of audience analysis and adaptation; present communication as a process of integral components; and explain methods of organization and their effects on the communication process.

Areas of Improvement: None

Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR EARLY CHILDHOOD STUDIES**

***Principle 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.***

Element	Unacceptable	Acceptable	Target
1.1 Understanding Subject Matter		<b>X</b>	
1.2 Making Subject Matter Meaningful		<b>X</b>	

1.1 Studies matrices, course syllabi, work samples and assessments provide evidence that teacher candidates demonstrate an adequate understanding of the traditional content areas and children’s growth and development theories.

1.2 Professional year portfolios, work samples and professional year dispositions reports provide strong evidence that teacher candidates demonstrate an adequate ability to create a balanced curriculum that helps students successfully apply their skills to many different situations, materials, and ideas.

***Principle 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.***

Element	Unacceptable	Acceptable	Target
2.1 Understanding Human Development and Learning		<b>X</b>	

2.1 Studies matrices, early childhood studies rubrics, work samples and assessments provide evidence that teacher candidates demonstrate an adequate understanding of typical and atypical development of young children and the impact of family systems on child development.

***Principle 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.***

Element	Unacceptable	Acceptable	Target
3.1 Understanding of Individual Learning Needs		<b>X</b>	

3.2 Modifying Instruction for Individual Learning Needs		<b>X</b>	
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3.1 Early childhood studies rubrics, course syllabi, and assessments provide evidence that teacher candidates demonstrate an adequate understanding of aspects of medical care for premature development, low birth weight, and other conditions of medically fragile babies, and the concerns and priorities associated with these medical conditions, as well as their implications on child development and family resources.

3.2 Course syllabi, assessments and professional year portfolios provide evidence that teacher candidates demonstrate an adequate ability to access information about methods of care for young, medically fragile children who are dependent on technology

***Principle 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
4.1 Understanding of multiple instructional strategies		<b>X</b>	
4.2 Application of multiple instructional strategies		<b>X</b>	

4.1 Early childhood studies rubrics, course syllabi, work samples and assessments provide evidence that teacher candidates demonstrate an adequate understanding of the characteristics of physical environments that must vary to support the learning of children from birth through age 2, ages 3-5, and grades K-3 (i.e., schedule, routines, and transitions).

4.2 Work samples, assessments, professional year portfolios, and professional year dispositions reports provide strong evidence that teacher candidates demonstrate an adequate repertoire of developmentally appropriate instructional strategies (i.e., child initiated, teacher directed, and play-based activities) in the learning environment.

***Principle 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.***

Element	Unacceptable	Acceptable	Target
5.1 Understanding of Classroom Motivation and Management Skills		<b>X</b>	
5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments		<b>X</b>	

5.1 Studies matrices, early childhood studies rubrics, work samples and assessments provide evidence that teacher candidates demonstrate an adequate understanding of factors that promote physically and psychologically safe and healthy environments for young children.

5.2 Professional year portfolios and professional year dispositions reports provide strong evidence that teacher candidates demonstrate an adequate ability to promote opportunities for young children in natural and inclusive settings.

***Principle 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.***

Element	Unacceptable	Acceptable	Target
6.2 Application of Communication Skills		<b>X</b>	

6.2 Work samples, assessments, professional year portfolios, and professional year dispositions reports provide evidence that teacher candidates demonstrate an adequate ability to adjust language and communication strategies for the developmental age and stage of the child.

***Principle 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.***

Element	Unacceptable	Acceptable	Target
7.1 Instructional Planning Skills		<b>X</b>	
7.2 Instructional Planning		<b>X</b>	

7.1 Course syllabi, studies matrices, early childhood studies rubrics, work samples, assessments, professional year portfolios, and professional year dispositions reports provide strong evidence that teacher candidates demonstrate an adequate understanding of recommended professional practice for working with families and children (birth- age 2, ages 3-5, and grades K-3).

7.2 The above noted documentation also provides strong evidence that teacher candidates demonstrate an adequate ability to provide information about family-oriented services based on the Individualized Family Service Plan (IFSP) and to support transitions across programs for young children and their families.

***Principle 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.***

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Element	Unacceptable	Acceptable	Target
8.1 Assessment of Student Learning		<b>X</b>	
8.2 Using and Interpreting Assessment Strategies		<b>X</b>	

8.1 Studies matrices, work samples, and assessments provide evidence that teacher candidates demonstrate an adequate understanding of the characteristics of young children that affect testing situations and interpretations of results.

8.2 Early childhood studies rubrics, assessments, professional year candidate portfolios, and professional year dispositions reports provide strong evidence that teacher candidates demonstrate an adequate ability to screen major developmental domains (e.g., social-emotional, cognition).

***Principle 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.***

Element	Unacceptable	Acceptable	Target
10.1 Interacting with Colleagues, Parents, and Community in Partnerships		<b>X</b>	
10.2 Utilization of Community Resources		<b>X</b>	

10.1 Course syllabi, studies matrices, work samples and assessments substantiate that teacher candidates demonstrate an adequate understanding of how to explain and practice behavior congruent with the NAEYC and DEC Code of Ethics.

10.2 Work samples, assessments, professional year candidate portfolios, and professional year dispositions reports provide evidence that teacher candidates demonstrate an adequate ability to practice behavior congruent with the NAEYC and DEC Code of Ethics.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR ELEMENTARY EDUCATION TEACHERS**

*Standards 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter and structure of the discipline</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Interviews with candidates and cooperating teachers, observations of candidates, Praxis I & II scores, candidates GPA's, candidate work samples and portfolios provide evidence that teacher candidates demonstrate adequate knowledge of elementary subject content, understand connections across the curriculum, demonstrate an ability to attain information and resources when necessary, and communicate with students the ways knowledge in a content area is discovered.

1.2 Observations of candidates, student candidate work samples and portfolios provide evidence that teacher candidates demonstrate an adequate ability to use materials, instructional strategies and/or methods that illustrate and promote relevance and real-life application making learning experiences and subject matter meaningful to most students.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	

1.1 Reflections found in student candidate work samples and portfolios, university supervisor evaluations, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of how young children and early adolescents learn and that their literacy and language development influence learning and instructional decisions.

Areas of Improvement: None



Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR FOREIGN LANGUAGE TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>			<b>X</b>
<b>1.2 Making Subject Matter Meaningful</b>	<b>X</b>		

1.1 The program provides substantial evidence that teacher candidates demonstrate an in-depth understanding of state and national foreign language standards, advanced language skills, and target cultures through extensive candidate work in specified language of study. Content area knowledge is strong. Supported by candidate coursework samples included in evidence bin. Content Praxis Scores, and Foreign language course syllabi.

1.2 The program provides little or no evidence that teacher candidates demonstrate adequate ability to articulate the value of foreign language learning and to plan, create, and execute a variety of language and cultural learning experiences in the target language. There is a lack of evidence that supports content knowledge into teaching practice – foreign language teacher candidate work samples for student teaching are needed. Evidence demonstrated through FORLANG ‘Professional Dispositions’ is sufficient evidence for Spanish but insufficient evidence for German and French.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	

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<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	
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2.1 The program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills. This evidence is demonstrated through faculty interview, course syllabus for FORLAN 410, and candidate reflection from 410 coursework.

2.2 The program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills according to course syllabi for FORLAN 410 Approach to Foreign Languages and language content course. Candidate work includes sample lessons that indicate opportunities for candidates to develop exist.

*Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.*

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Individual Learning Needs</b>		<b>X</b>	
<b>3.2 Accommodating Individual Learning Needs</b>		<b>X</b>	

3.1 Evidence that teacher candidates demonstrate adequate understanding of how the roles of gender, age, socioeconomic background, ethnicity, and other factors relate to individual perception of self and others, including candidate's ability to grasp the significance of cultural differences and similarities can be found in course syllabi ED-CIFS 201 and ED-SPED 350, evidence is also identified in professional disposition.

3.2 The program provides evidence that teacher candidates demonstrate an adequate ability to create a learning activity that enables students to grasp the significance of cultural differences and similarities. Evidence is identified in course syllabi for FORLANG 410; ED-SPED 350 including ED-CIFS 201. Candidate course work from FORLANG 410 demonstrates candidate ability to meet this standard.

*Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.*

Element	Unacceptable	Acceptable	Target
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<b>4.1 Understanding of multiple learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>	<b>X</b>		

4.1 The program provides evidence that teacher candidates demonstrate adequate understanding of how to use and adapt authentic materials for foreign language instruction demonstrated in candidate course reflections, candidate exam work and course syllabus FORLANG 410.

4.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to use and adapt authentic materials for foreign language instruction. Some evidence demonstrated through FORLANG 'Professional Dispositions' is sufficient evidence for Spanish but insufficient evidence for German and French.

*Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.*

<b>Element</b>	<b>Unacceptable</b>	<b>Acceptable</b>	<b>Target</b>
<b>8.1 Assessment of Student Learning</b>		<b>X</b>	
<b>8.2 Using and interpreting program and student assessment strategies</b>	<b>X</b>		

8.1 Evidence is provided through faculty interview and FORLANG 410 syllabi that teacher candidates demonstrate adequate understanding of ACTFL assessment guidelines and the need to assess progress in the five language skills, as well as cultural understanding.

8.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to use formal and informal assessment techniques to individual student competencies in foreign language learning and modify teaching and learning strategies. Some evidence demonstrated through FORLANG 'Professional Dispositions' is sufficient evidence for Spanish but insufficient evidence for German and French.

*Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.*

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting with Colleagues, Parents, and Community in Partnerships</b>		<b>X</b>	
<b>10.2 Utilization of community resources.</b>	<b>X</b>		

10.1 The program provides evidence that teacher candidates demonstrate adequate understanding of foreign language career and life opportunities available to foreign language students, opportunities to communicate in the language with native speakers, and to participate in community experiences related to the target culture. Evidence is demonstrated generally through specific foreign language content course syllabi, candidate course work throughout foreign language courses and specifically in Foreign Language Senior Seminar 489.

10.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to provide learning opportunities about career awareness, communication in the target language, and cultural enrichment. Some evidence demonstrated through FORLANG 'Professional Dispositions' is sufficient evidence for Spanish but insufficient evidence for German and French possibly due to their low enrollment numbers.

Areas of Improvement: Due to lack of evidence in German and French, it is recommended that additional FORLANG student teaching work samples be provided to demonstrate teacher candidates are able to meet this standard in German and French.

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR SPANISH LANGUAGE TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>			<b>X</b>
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 The program provides substantial evidence that teacher candidates demonstrate an in-depth understanding of state and national foreign language standards, advanced language skills, and target cultures through extensive candidate work in specified language of study. Content area knowledge is strong. Supported by candidate coursework samples included in evidence bin. Content Praxis Scores, and Foreign language course syllabi.

1.2 The program provides evidence that teacher candidates demonstrate an adequate ability to articulate the value of foreign language learning and to plan, create, and execute a language and cultural learning experience in the target language. Demonstrated through candidate work samples, professional dispositions, also included in course syllabi ED-CIFS 301/401.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading,

and writing skills. This evidence is demonstrated through faculty interview, course syllabus for FORLAN 410, and candidate reflection from 410 coursework.

2.2 The program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills according to course syllabi for FORLAN 410 Approach to Foreign Languages and language content course, student teach experience ED-CIFS 301/401, including candidate work samples.

***Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.***

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Individual Learning Needs</b>		<b>X</b>	
<b>3.2 Accommodating Individual Learning Needs</b>		<b>X</b>	

3.1 Evidence that teacher candidates demonstrate adequate understanding of how the roles of gender, age, socioeconomic background, ethnicity, and other factors relate to individual perception of self and others, including candidate's ability to grasp the significance of cultural differences and similarities can be found in course syllabi ED-CIFS 201 and ED-SPED 350, evidence identified in professional disposition.

3.2 The program provides evidence that teacher candidates demonstrate an adequate ability to create a learning activity that enables students to grasp the significance of cultural differences and similarities. Evidence identified in course syllabi for FORLANG 410; ED-SPED 350 including ED-CIFS 201. Candidate course work from FORLANG 410 demonstrates candidate ability to meet this standard, including student teaching and candidate work sample lesson plans.

***Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>		<b>X</b>	

4.1 The program provides evidence that teacher candidates demonstrate adequate understanding of how to use and adapt authentic materials for foreign language instruction demonstrated in candidate course reflections, candidate exam work and course syllabus FORLANG 410.

4.2 The program provides evidence that teacher candidates demonstrate an adequate ability to use and adapt authentic materials for foreign language instruction. Evidence was demonstrated in candidate interviews, candidate work samples (ESL/ Spanish) and student teaching guidelines ED-CIFS 401.

***Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.***

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		X	
<b>8.2 Using and interpreting program and student assessment strategies</b>		X	

8.1 Evidence is provided through faculty interview and FORLANG 410 syllabi that teacher candidates demonstrate adequate understanding of ACTFL assessment guidelines and the need to assess progress in the five language skills, as well as cultural understanding.

8.2 The program provides evidence that teacher candidates demonstrate an adequate ability to use formal and informal assessment techniques to enhance individual student competencies in foreign language learning specifically supported by candidate interview (poster session) including professional disposition evaluation of candidate performance, candidate work sample (ESL/ Spanish).

***Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.***

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting with Colleagues, Parents, and Community in Partnerships</b>		X	
<b>10.2 Utilization of community resources.</b>		X	

10.1 The program provides evidence that teacher candidates demonstrate adequate understanding of foreign language career and life opportunities available to foreign language students, opportunities to communicate in the language with native speakers, and to participate in community experiences related to the target culture. Evidence is demonstrated generally through specific foreign language content course syllabi, candidate course work throughout foreign language courses (located in evidence bin), and specifically in Foreign Language Senior Seminar 489.

10.2 The program provides evidence that teacher candidates demonstrate an adequate ability to provide learning opportunities about career awareness, communication in the target language, and cultural enrichment. Evidence supported by candidate interview (poster session) course syllabi for Foreign Language Seminar, also demonstrated in candidate work sample, including professional disposition evaluation of candidate performance.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

### IDAHO STANDARDS FOR GERMAN FOREIGN LANGUAGE TEACHERS

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>			<b>X</b>
<b>1.2 Making Subject Matter Meaningful</b>	<b>X</b>		

1.1 The program provides substantial evidence that teacher candidates demonstrate an in-depth understanding of state and national foreign language standards, advanced language skills, and target cultures through extensive candidate work in specified language of study. Content area knowledge is strong and is supported by candidate coursework samples, content Praxis scores, and course syllabi.

1.2 The program provides little or no evidence that teacher candidates demonstrate adequate ability to articulate the value of foreign language learning and to plan, create, and execute a variety of language and cultural learning experiences in the target language. There is a lack of evidence that supports content knowledge into teaching practice.



***Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.***

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills. This evidence is demonstrated through faculty interview, course syllabus for FORLAN 410, and candidate reflection from 410 coursework.

2.2 The program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills according to course syllabi for FORLAN 410 Approach to Foreign Languages and language content course. Candidate work includes sample lessons that indicate opportunities for candidates to develop exist.

***Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.***

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Individual Learning Needs</b>		<b>X</b>	
<b>3.2 Accommodating Individual Learning Needs</b>		<b>X</b>	

3.1 Evidence that teacher candidates demonstrate adequate understanding of how the roles of gender, age, socioeconomic background, ethnicity, and other factors relate to individual perception of self and others, including candidate's ability to grasp the significance of cultural differences and similarities can be found in course syllabi ED-CIFS 201 and ED-SPED 350, evidence identified in professional disposition.

3.2 The program provides evidence that teacher candidates demonstrate an adequate ability to create a learning activity that enables students to grasp the significance of cultural differences and similarities. Evidence identified in course syllabi for FORLANG 410; ED-SPED 350 including ED-CIFS 201. Candidate course work from FORLANG 410 demonstrates candidate ability to meet this standard.

***Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>	<b>X</b>		

4.1 The program provides evidence that teacher candidates demonstrate adequate understanding of how to use and adapt authentic materials for foreign language instruction demonstrated in candidate course reflections, candidate exam work and course syllabus FORLANG 410.

4.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to use and adapt authentic materials for foreign language instruction.

***Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.***

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		<b>X</b>	
<b>8.2 Using and interpreting program and student assessment strategies</b>	<b>X</b>		

8.1 Evidence is provided through faculty interview and FORLANG 410 syllabi that teacher candidates demonstrate adequate understanding of ACTFL assessment guidelines and the need to assess progress in the five language skills, as well as cultural understanding.

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8.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to use formal and informal assessment techniques to individual student competencies in foreign language learning and modify teaching and learning strategies.

*Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.*

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting with Colleagues, Parents, and Community in Partnerships</b>		X	
<b>10.2 Utilization of community resources.</b>	X		

10.1 The program provides evidence that teacher candidates demonstrate adequate understanding of foreign language career and life opportunities available to foreign language students, opportunities to communicate in the language with native speakers, and to participate in community experiences related to the target culture. Evidence is demonstrated generally through specific foreign language content course syllabi, candidate course work throughout foreign language courses (located in evidence bin), and specifically in Foreign Language Senior Seminar 489.

10.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to provide learning opportunities about career awareness, communication in the target language, and cultural enrichment.

Areas of Improvement: Program needs to provide evidence of candidate application of required standards as noted in 1.2, 4.2, 8.2, and 10.2.

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR FRENCH FOREIGN LANGUAGE TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>			<b>X</b>
<b>1.2 Making Subject Matter Meaningful</b>	<b>X</b>		

1.1 The program provides substantial evidence that teacher candidates demonstrate an in-depth understanding of state and national foreign language standards, advanced language skills, and target cultures through extensive candidate work in specified language of study. Content area knowledge is strong. Supported by candidate coursework samples included in evidence bin. Content Praxis Scores, and foreign language course syllabi.

1.2 The program provides little or no evidence that teacher candidates demonstrate adequate ability to articulate the value of foreign language learning and to plan, create, and execute a variety of language and cultural learning experiences in the target language. There is a lack of evidence that supports content knowledge into teaching practice.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills. This evidence is demonstrated through faculty interview, course syllabus for FORLAN 410, and candidate reflection from 410 coursework.

2.2 The program provides evidence that teacher candidates demonstrate adequate understanding of the process and acquisition of second language learning including viewing, listening, speaking, reading, and writing skills according to course syllabi for FORLAN 410 Approach to Foreign Languages and language content course. Candidate work includes sample lessons that indicate opportunities for candidates to develop exist.

***Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.***

Element	Unacceptable	Acceptable	Target
<b>3.1 Understanding of Individual Learning Needs</b>		<b>X</b>	
<b>3.2 Accommodating Individual Learning Needs</b>		<b>X</b>	

3.1 Evidence that teacher candidates demonstrate adequate understanding of how the roles of gender, age, socioeconomic background, ethnicity, and other factors relate to individual perception of self and others, including candidate's ability to grasp the significance of cultural differences and similarities can be found in course syllabi ED-CIFS 201 and ED-SPED 350, evidence identified in professional disposition.

3.2 The program provides evidence that teacher candidates demonstrate an adequate ability to create a learning activity that enables students to grasp the significance of cultural differences and similarities. Evidence identified in course syllabi for FORLANG 410; ED-SPED 350 including ED-CIFS 201. Candidate course work from FORLANG 410 demonstrates candidate ability to meet this standard.

***Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>	<b>X</b>		

4.1 The program provides evidence that teacher candidates demonstrate adequate understanding of how to use and adapt authentic materials for foreign language instruction demonstrated in candidate course reflections, candidate exam work and course syllabus FORLANG 410.

4.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to use and adapt authentic materials for foreign language instruction.

*Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.*

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		X	
<b>8.2 Using and interpreting program and student assessment strategies</b>	X		

8.1 Evidence is provided through faculty interview and FORLANG 410 syllabi that teacher candidates demonstrate adequate understanding of ACTFL assessment guidelines and the need to assess progress in the five language skills, as well as cultural understanding.

8.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to use formal and informal assessment techniques to individual student competencies in foreign language learning and modify teaching and learning strategies.

*Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.*

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting with Colleagues, Parents, and Community in Partnerships</b>		X	
<b>10.2 Utilization of community resources.</b>	X		

10.1 The program provides evidence that teacher candidates demonstrate adequate understanding of foreign language career and life opportunities available to foreign language students, opportunities to communicate in the language with native speakers, and to participate in community experiences related to the target culture. Evidence is demonstrated generally through specific foreign language

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content course syllabi, candidate course work throughout foreign language courses (located in evidence bin), and specifically in Foreign Language Senior Seminar 489.

10.2 The program provides little or no evidence that teacher candidates demonstrate an adequate ability to provide learning opportunities about career awareness, communication in the target language, and cultural enrichment.

Areas for Improvement: Performance piece is missing due to lack of candidate numbers in program.

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR LANGUAGE ARTS TEACHERS**

*Principle 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the English language arts and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Syllabi, English candidate interviews, and Praxis II test scores indicate that teacher candidates demonstrate an adequate ability to use resources and learning activities that support instructional and curriculum goals that reflect effective teaching practice, and accurately reflect language arts content.

1.2 Candidate work samples with evidence of faculty feedback, Professional Year Dispositions Report data, and interviews with English faculty and university supervisors indicate that teacher candidates demonstrate an adequate ability to use resources and learning activities that support instructional and curriculum goals that reflect effective teaching practice, and accurately reflect language arts content.

*Principle 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

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Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Syllabi, unit planning, and candidate interviews indicate that teacher candidates demonstrate adequate knowledge of the role of maturation in growth in writing, language acquisition, and understanding of literary concepts.

2.2 Candidate work samples with evidence of faculty feedback, candidate journal and unit reflections, and Professional Year Dispositions Report data indicate that teacher candidates demonstrate an adequate ability to recognize students' levels of language maturity and identify strategies to promote growth.

***Principle 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>		<b>X</b>	

4.1 Syllabi, unit planning, and candidate interviews indicate candidates demonstrate adequate knowledge of a variety of instructional strategies needed to develop students' critical thinking, problem solving, and performance skills at varying literacy levels.

4.2 Candidate work samples with evidence of faculty feedback, Professional Year Dispositions report data, and interviews with English faculty and university supervisors indicate teacher candidates demonstrate an adequate ability to use a variety of basic instructional strategies to develop students' critical thinking, problem solving, and performance skills; and engage students through a variety of language activities (e.g. reading, writing, speaking, listening) and teaching approaches (e.g. small group, whole-class discussion, projects).



*Principle 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.*

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		<b>X</b>	
<b>8.2 Using and interpreting program and student assessment strategies</b>		<b>X</b>	

8.1. Syllabi, unit planning, and candidate interviews indicate teacher candidates demonstrate adequate knowledge of formal and informal student assessment strategies for evaluating and advancing student performance in reading, writing, speaking, listening, and viewing, and to determine teaching effectiveness (i.e., portfolios of student work, project, self- and peer assessment, journals, response logs, rubrics, tests, and dramatic presentations).

8.2 Candidate work samples with evidence of faculty feedback, candidate journal and unit reflections, and Professional Year Dispositions Report data indicate teacher candidates demonstrate an adequate ability to use formal and informal student assessment strategies for evaluating and advancing student performance in reading, writing, speaking, listening, and viewing, and to determine teaching effectiveness (i.e., portfolios of student work, project, self- and peer assessment, journals, response logs, rubrics, tests, and dramatic presentations).

*Principle 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.*

Element	Unacceptable	Acceptable	Target
<b>9.1 Professional Commitment and Responsibility as Reflective Practitioners</b>		<b>X</b>	
<b>9.2 Developing in the Art and science of Teaching</b>		<b>X</b>	

9.1 Syllabi, Professional Year Dispositions Report data, and unit planning indicate teacher candidates demonstrate an adequate understanding of reflection and a commitment to their profession.

9.2 English Candidate interviews, interviews with English faculty and university supervisors, and candidate journal and work sample reflections indicate teacher candidates demonstrate an adequate ability to engage in reading and writing for professional and personal growth and an awareness of professional organizations and resources for English language arts teachers, such as the National Council of Teachers of English.

Areas of Improvement: It appears that it is possible for candidates to complete a major in English with secondary certification without a course in multicultural literature. Courses, however, are available in multicultural literature if students choose to include them and students are advised to select these courses as part of their program. Assessment strategies included in the materials reviewed indicate that candidates have a limited repertoire of strategies for assessing students' literacy skills. Discussion and participation were listed frequently as assessments in units and work samples; scoring rubrics, portfolios, etc. were seldom included. Documentation of candidates' involvement in professional organizations and activities was minimal.

Recommended Actions:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR MATH TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of mathematics and creates learning experiences that make these aspects of mathematics meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of Mathematics</b>		<b>X</b>	
<b>1.2 Making Mathematics Meaningful</b>		<b>X</b>	

1.1 Interviews with candidates, Praxis II scores, candidates GPA's, student candidate work samples, and syllabi provide evidence that teacher candidates demonstrate an adequate understanding of mathematics, as delineated in professional and institutional standards.

1.2 Interviews with candidates, candidate portfolios, and syllabi provide some evidence that teacher candidates demonstrate an adequate ability to make mathematics inquiry, critical analysis, synthesis, and structures meaningful to students.

***Standard 4: Multiple Instructional Strategies – The teacher understands and uses a variety of instructional strategies to develop students’ critical thinking, problem solving, and performance skill.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple mathematical learning strategies</b>		<b>X</b>	
<b>4.2 Application of multiple learning strategies</b>		<b>X</b>	

4.1 Interviews with candidates, syllabi, candidate work samples and portfolios provide evidence that teacher candidates demonstrate adequate understanding of a variety of mathematical tools, models, and technologies; problem-solving approaches; and other strategies to investigate, communicate, and understand mathematics.

4.2 Interviews with Candidates, syllabi, and portfolios provide evidence that teacher candidates demonstrate an adequate ability to use and develop learning activities that foster multiple viewpoints and ways of knowing and engage students in exploring, conjecturing, justifying hypotheses, mathematical discourse, and problem solving.

***Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.***

Element	Unacceptable	Acceptable	Target
<b>8.2 Using and Interpreting Program and Student Assessment Strategies</b>		<b>X</b>	

8.2 Interviews with candidates and cooperating teachers, syllabi, and portfolios provide evidence that teacher candidates demonstrate an adequate ability to assess students’ mathematical reasoning.

***Standard 11: Connections among Mathematical Ideas – The teacher understands significant connections among mathematical ideas and their applications in contexts outside of mathematics.***

Element	Unacceptable	Acceptable	Target
<b>11.1 Significant mathematical connections</b>		<b>X</b>	
<b>11.2 Application of mathematical connections</b>		<b>X</b>	

11.1 Interviews with candidates and university faculty, candidate portfolios, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of the inter-connectedness between strands of mathematics and linkages between mathematics and other fields.

11.2 Interviews with candidates, candidate portfolios, and syllabi provide evidence that teacher candidates demonstrate an adequate ability to help students make connections between the strands of mathematics and to apply mathematics in other contexts.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO TEACHER STANDARDS FOR PHYSICAL EDUCATION TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of the Discipline</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 The program provides acceptable evidence that teacher candidates demonstrate adequate understanding of the components of physical fitness and their relationship to a healthy lifestyle; Human anatomy and physiology – evidence identified through faculty interview and course syllabi (KINES 301; 352; ad 451) (structure and function), exercise physiology appropriate rules, etiquette, instructional cues, and skills for physical education activities; Adaptive Physical Education and how to work with special and diverse student needs; and the sequencing of motor skills (K-12); opportunities for enjoyment, challenge, self-expression, and social interaction; Evidence of this above mentioned is identified in candidate Work Samples, verified in syllabi, and confirmed in standards alignment matrix. Technology operations and concepts pertinent to physical activity in 451; 116; 351/352; 458; 301 according to enhancement standards evidence from ED 202 and faculty interview. Technology evidence found in KINES 301 and Block I portfolio.

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1.2 The program also provides acceptable evidence that teacher candidates demonstrate an adequate ability to create learning experiences that make physical education meaningful to students. This is noted in PE Work Sample lessons; connection to state/ national standards very evident. Candidate interview demonstrated understanding and application of standards to create meaningful lessons.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

Element	Unacceptable	Acceptable	Target
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.2 The program provides evidence that teacher candidates demonstrate an adequate ability to assess the individual physical activity, movement, and fitness levels of students, make developmentally appropriate adaptations to instruction, and promote physical activities that contribute to good health. In the elementary setting, candidates demonstrate an in-depth ability. This evidence is demonstrated through candidate field experience, observed by state evaluator in student teaching and block one placements; documentation of this evidence was also found in candidate work sample.

*Standard 3: Modifying instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.*

Element	Unacceptable	Acceptable	Target
<b>3.2 Accommodating Individual Learning Needs</b>		<b>X</b>	

3.2 The program provides evidence that teacher candidates demonstrate adequate ability to create opportunities that incorporate individual variations to movement and to help students gain physical competence and positive self-esteem through candidate interview, observations of candidate field experience; Work Sample (specific lesson reflections), and coursework from KINES 305.

*Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.*

Element	Unacceptable	Acceptable	Target
<b>5.1 Understanding of Classroom Motivation and Management</b>		<b>X</b>	

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<b>Skills</b>			
<b>5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments</b>		<b>X</b>	

5.1 The program provides acceptable evidence that teacher candidates demonstrate an adequate understanding of how to help students cultivate responsible personal and social behaviors through specified course syllabi in KINES 351/451 methodology courses and ED-CIFS 302 Learning and Instruction, also demonstrated in candidate work sample, including reflections.

5.2 Program provides evidence that teacher candidates demonstrate an adequate ability to effectively manage physical activity in indoor and outdoor settings and promote positive peer relationships and appropriate motivational strategies for participation in physical activity demonstrated through candidate and faculty interview and in course syllabi ED-CIFS 302 and KINES 351/ KINES 451. Most influential evidence is found in candidate Work Sample in lesson preparation and field experiences.

*Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.*

<b>Element</b>	<b>Unacceptable</b>	<b>Acceptable</b>	<b>Target</b>
<b>7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals</b>		<b>X</b>	
<b>7.2 Instructional Planning Skills in Connection with Students' Needs and Community Contexts</b>		<b>X</b>	

7.1 Program provides evidence that teacher candidates demonstrated adequate understanding of strategies to maximize physical education activity time and student success in physical education through observation/ interview of candidate in student teaching field experience, and candidate teaching Work Sample. Documentation of professional dispositions also provided evidence that candidates meet this standard.

7.2 The program provides evidence that teacher candidates demonstrate an adequate ability to plan and prepare instruction to maximize physical education activity time and student success and to utilize community resources to expand the curriculum. Through course syllabi for KINES 305, student teaching work samples, and professional dispositions evaluation.

*Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.*

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		<b>X</b>	
<b>8.2 Using and Interpreting Program and Student Assessment Strategies</b>		<b>X</b>	

8.1 The program provides evidence that teacher candidates demonstrate an adequate understanding of how to select and use a variety of developmentally appropriate assessment techniques (e.g., summative, formative, and cumulative evidence identified in Block I, II and student teaching work samples) congruent with physical education activity, movement, and fitness goals (aligned with state benchmarks, evidence identified in candidate work sample). See also KINES 301 for stellar assessment piece.

8.2 Program provides evidence that teacher candidates demonstrate adequate ability to use a variety of developmentally appropriate assessment techniques refer to course syllabi KINES 301, 305, and methods course work. Evidence from candidate and faculty interviews also supports that this target is acceptable, including professional dispositions candidate evaluation.

*Standard 11: Safety – The teacher provides for a safe learning environment.*

Element	Unacceptable	Acceptable	Target
<b>11.1 Understanding of Student and Facility Safety</b>		<b>X</b>	
<b>11.2 Creating a Safe Learning Environment</b>		<b>X</b>	

11.1 The program provides evidence that teacher candidates must participate in KINES 141; KINES 460/461. Evidence is clearly presented in syllabus for required course demonstrating adequate understanding of CPR, first aid, and factors that influence safety in physical education activity settings and the supervision and response required. Evidence includes observation of CPR certified candidates in student teaching placements.

11.2 The program provides evidence that teacher candidates demonstrate an adequate ability to provide and monitor for a safe learning environment documented through candidate interview/

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observation in student teaching placement, student experience in Blocks I & II, course work for KINES 351/ 451 methods course work, including candidate work samples.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR READING TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter and structure of the discipline</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Candidate, graduate, instructor, and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of the relationships and roles of the components of a balanced literacy program; a variety of research-based instructional strategies to enhance student comprehension; the relationships between reading, writing, speaking, listening, and viewing; and a wide range of children’s literature encompassing all genres.

1.2 Candidate, graduate, instructor, and university supervisor interviews, work samples, syllabi, and additional coursework and practicum provide evidence that teacher candidates demonstrate an adequate ability to implement the components of a balanced literacy program and to provide literacy lessons and opportunities congruent with best research practices to make subject matter meaningful to all students.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*



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<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Candidate, graduate, instructor, and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate adequate understanding of historical and current research related to reading and the significance of home language and culture on the development of literacy in the classroom.

2.2 Candidate, graduate, instructor, and university supervisor interviews, work samples, syllabi, additional coursework, and practicum provide evidence that teacher candidates demonstrate an adequate ability to implement cognitively compatible strategies in developing reading instruction and to utilize the home language and culture of students to foster the development of literacy in the classroom.

*Standard 3: Adapting Instruction for Individual Needs - The teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to students with diverse needs.*

<b>Element</b>	<b>Unacceptable</b>	<b>Acceptable</b>	<b>Target</b>
<b>3.1 Understanding of Individual Learning Needs.</b>		<b>X</b>	
<b>3.2 Modifying Instruction for Individual Learning Needs.</b>		<b>X</b>	

3.1 Candidate, graduate, instructor and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate an adequate understanding of research-based best practices in prevention identification, intervention, and remediation of reading difficulties; methods for accelerating and scaffolding students' development of reading strategies, and impact of learning disabilities, giftedness, and language histories on literacy development.

3.2 Candidate, graduate, instructor and university supervisor interviews, work samples, syllabi, additional coursework, and practicum provide evidence that teacher candidates demonstrate an adequate ability to demonstrate structured, sequential, multi-sensory reading instruction, differentiate reading instruction, and utilize flexible grouping in response to student performance.

***Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple instructional strategies</b>		<b>X</b>	
<b>4.2 Application of multiple instructional strategies</b>		<b>X</b>	

4.1 Candidate, graduate, instructor, and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate an adequate understanding of specific literacy difficulties not being the basis for excluding students from classroom interactions.

4.2 Candidate, graduate, instructor, and university supervisor interviews, work samples, syllabi, and additional coursework provide evidence that teacher candidates demonstrate an adequate ability to incorporate literacy instruction into all academic content areas in ways that engage each student.

***Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.***

Element	Unacceptable	Acceptable	Target
<b>5.1 Understanding of Classroom Motivation and Management Skills.</b>		<b>X</b>	
<b>5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments</b>		<b>X</b>	

5.1 Candidate, graduate, instructor, and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate an adequate understanding of how literacy relates to academic success and life-long learning and the importance of extensive reading in a variety of genres for developing literacy skills.

5.2 Candidate, graduate, instructor, and university supervisor interviews, work samples, syllabi, additional coursework, and practicum activities provide evidence that teacher candidates demonstrate an adequate ability to relate literacy to academic success and life-long learning and to demonstrate the importance of reading a variety of genres for developing literacy skills.

*Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine teaching effectiveness.*

<b>8.1 Assessment of Student Learning.</b>		<b>X</b>	
<b>8.2 Using and Interpreting Assessment Strategies</b>		<b>X</b>	

8.1 Candidate, graduate, instructor, and university supervisor interviews, work samples, and syllabi provide evidence that teacher candidates demonstrate an adequate understanding of the use of assessments for different literacy purposes and how to choose, administer, and interpret multiple assessments for various aspects of reading.

8.2 Candidate, graduate, instructor, and university supervisor interviews, work samples, syllabi, additional coursework, and practicum provide evidence that teacher candidates demonstrate an adequate ability to gather and interpret data from multiple assessments to plan instruction.

*Standard 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well being.*

<b>Element</b>	<b>Unacceptable</b>	<b>Acceptable</b>	<b>Target</b>
<b>10.1 Interacting with Colleagues, Parents, and Community in Partnerships</b>		<b>X</b>	
<b>10.2 Utilization of Community Resources</b>		<b>X</b>	

10.1 Candidate, graduate, instructor, and university supervisor interviews, and work samples provide evidence that teacher candidates understand sources and programs that promote family literacy community-based programs that promote literacy development.

10.2 Candidate, graduate, instructor, and university supervisor interviews, work samples, syllabi, and additional coursework provide evidence that teacher candidates demonstrate an adequate ability to engage with colleagues, community, other professionals, and parents to improve the literacy-learning environment. Although the program meets the minimum requirements, a recommendation would be to increase the emphasis on parental involvement in student literacy development.

Areas of Improvement: None

Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR SCIENCE TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of Science</b>		<b>X</b>	
<b>1.2 Making Science Meaningful</b>		<b>X</b>	

1.1 Science Department syllabi, course samples and student work samples indicate teacher candidates demonstrate an adequate understanding of their science content, the nature of scientific knowledge and how to articulate the importance of engaging in the process of science.

1.2 Methods course syllabi, course samples, candidate work samples, candidate interviews and cooperating teacher / college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to create learning experiences that make the concepts of science, tools of inquiry, structure of scientific knowledge, and the processes of science meaningful to students through the use of materials and resources that support instructional goals and learning activities, including laboratory and field activities, that are consistent with curriculum goals and reflect principles of effective instruction.

*Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.*

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	

<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	
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2.1 Syllabi, course assignment samples, sample candidate lesson plans and candidate interviews indicate teacher candidates demonstrate an adequate understanding of the conceptions students are likely to bring to class that can interfere with learning the science.

2.2 Candidate work samples, lesson plans, interviews and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to carry out activities that facilitate students' conceptual development in science.

*Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.*

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding Multiple Learning Strategies</b>		<b>X</b>	
<b>4.2 Application of Multiple Learning Strategies</b>		<b>X</b>	

4.1 Science and Education Department syllabi, assignments, work samples and candidate interviews indicate that teacher candidates demonstrate an adequate understanding of methods of inquiry, how to apply mathematics and technology to analyze, interpret, and display data.

4.2 Candidate interviews, unit plan, lesson plan samples and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to appropriately use models, simulations, laboratory and field activities, and demonstrations for larger groups, to facilitate students' critical thinking, problem solving, and performance skills.

*Standard 6: Communication Skills - The teacher uses a variety of communication techniques to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.*

Element	Unacceptable	Acceptable	Target
<b>6.1 Communication Skills</b>		<b>X</b>	
<b>6.2 Application of Thinking and Communication Skills</b>		<b>X</b>	

6.1 Science Department Syllabi, assignments and candidate work samples indicate teacher candidates demonstrate an adequate knowledge of how to use standard forms of scientific communications in their fields (i.e., graphs, technical writing, results of mathematical analysis, scientific posters, and multimedia presentations).

6.2 Sample candidate lesson plan, candidate interviews and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to engage students in the use of standard forms of scientific communications in their fields (i.e., graphs, technical writing, results of mathematical analysis, scientific posters, and multimedia presentations).

***Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.***

Element	Unacceptable	Acceptable	Target
<b>9.1 Professional Commitment and Responsibility as Reflective Practitioners</b>		<b>X</b>	
<b>9.2 Developing in the Art and Science of Teaching</b>		<b>X</b>	

9.1 Methods class lesson documents and interviews with instructional staff and candidates indicate teacher candidates demonstrate an adequate knowledge of recent developments in their fields and of how students learn science.

9.2 Candidate lesson plans, interviews and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to incorporate an understanding of recent developments in their fields and knowledge of how students learn science into instruction.

***Principle 11: Safe Learning Environment – The science teacher provides for a safe learning environment.***

Element	Unacceptable	Acceptable	Target
<b>11.1 Creating a Safe Learning Environment</b>		<b>X</b>	

11.1 Course syllabi, course assignment, course works samples, candidate lesson plans, candidate interviews and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to implement safe practices in classroom and storage area in their subject area.

*Principle 12: Laboratory and Field Activities – The science teacher demonstrates competence in conducting laboratory and field activities.*

Element	Unacceptable	Acceptable	<i>Target</i>
<b>12.1 Understanding of Laboratory and Field Experiences</b>		<b>X</b>	
<b>12.1 Effective Use of Laboratory and Field Experiences</b>		<b>X</b>	

12.1 Course lab documents, candidate work samples and interviews indicate teacher candidates demonstrate an adequate ability to explain the importance of laboratory and field activities in the learning of science.

12.1 Sample course overview documents, unit plan, lesson plans, interviews and cooperating teacher/ college supervisor evaluation of candidate performance indicate teacher candidates engage students in experiencing the phenomena they are studying by means of laboratory and field exercises.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO TEACHER STANDARDS FOR BIOLOGY TEACHERS**

*Principle 1: Knowledge of Biology - The teacher understands the central concepts, tools of inquiry, and structures of Biology and creates learning experiences that make these aspects of Biology meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of Biology</b>		<b>X</b>	
<b>1.2 Making Biology Meaningful</b>		<b>X</b>	

1.1 Course Syllabi, work samples and interviews with candidates indicate that teacher candidates demonstrate adequate of understanding of biology content and the nature of biological knowledge.

1.2 Candidate interviews, unit plans, lesson plans and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to create learning experiences that make the concepts of biology, tools of inquiry, structure of biological knowledge, and the processes of biology meaningful to students through the use of materials and resources that support instructional goals, use of learning activities, including laboratory and field activities that are consistent with curriculum goals and reflect principles of effective instruction.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved



**IDAHO TEACHER STANDARDS FOR CHEMISTRY**

*Principle 1: Knowledge of Chemistry - The teacher understands the central concepts, tools of inquiry, and structures of Chemistry and creates learning experiences that make these aspects of Chemistry meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of Chemistry</b>		X	
<b>1.2 Making Chemistry Meaningful</b>		X	

1.1 Course Syllabi and assignments indicate teacher candidates demonstrate adequate understanding of chemistry content.

1.2 Given the evidence provided by the Chemistry Department about their program of instruction and the evidence of candidates from other science disciplines, a holistic analysis indicates that teacher candidates would demonstrate an adequate ability to create learning experiences that make the concepts of chemistry, tools of inquiry, structure of chemistry knowledge, and the processes of chemistry meaningful to students through the use of materials and resources that support instructional goals, use of learning activities, including laboratory and field activities that are consistent with curriculum goals and reflect principles of effective instruction.

Areas of Improvement: Increase number of students in the program

Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR EARTH AND SPACE SCIENCE TEACHERS**

*Principle 1: Knowledge of Earth and Space Science - The teacher understands the central concepts, tools of inquiry, and structures of Earth and Space Science and creates learning experiences that make these aspects of earth and space science meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of Earth and Space Science</b>		X	

<b>1.2 Making Earth and Space Science Meaningful</b>		<b>X</b>	
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1.1 Course Syllabi, assignments, work samples and interviews with candidates indicate that teacher candidates demonstrate adequate of understanding of earth science content and the nature of geological science knowledge.

1.2 Candidate interviews, unit plans, lesson plans and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to create learning experiences that make the concepts of earth science, tools of inquiry, structure of earth science knowledge, and the processes of earth science meaningful to students through the use of materials and resources that support instructional goals, use of learning activities, including laboratory and field activities that are consistent with curriculum goals and reflect principles of effective instruction.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR PHYSICS TEACHERS**

*Principle 1: Knowledge of Physics - The teacher understands the central concepts, tools of inquiry, and structures of physics and creates learning experiences that make these aspects of physics meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Subject Matter and Structure of Physics</b>		<b>X</b>	
<b>1.2 Making Physics Meaningful</b>		<b>X</b>	

1.1 Course syllabi and work samples indicate that teacher candidates demonstrate adequate understanding of physics content and the nature of physics knowledge.

1.2 A unit sample, lesson plans, student work samples and cooperating teacher/college supervisor evaluation of candidate performance indicate teacher candidates demonstrate an adequate ability to create learning experiences that make the concepts of physics, tools of inquiry, structure of physics knowledge, and the processes of physics meaningful to students through the use of materials and

resources that support instructional goals, use of learning activities, including laboratory and field activities that are consistent with curriculum goals and reflect principles of effective instruction.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR SOCIAL STUDIES TEACHERS**

***Standard 1: Knowledge of Subject Matter – The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.***

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Candidate and university supervisor interviews, work samples and course syllabi analysis indicate that teacher candidates demonstrate an adequate knowledge of the social studies disciplines (i.e., history, economics, geography, and political science) that they plan to teach and the ways new knowledge in social studies disciplines is discovered; the ways various governments and societies have changed over time; and the impact that cultures, religions, technologies, vision/structure of social justice, and other factors have on historical processes. Student interviews underscored a strong focus placed upon multi-disciplinary Social Science subject matter knowledge for all candidates.

1.2 Candidate and university supervisor interviews, work samples and course syllabi analysis indicate that teacher candidates demonstrate an adequate ability to create learning experiences that provide opportunities to trace and analyze chronological periods and to examine the relationships of significant historical concepts; encourage and guide investigation of various governments and cultures in terms of their diversity, commonalties, and interrelationships; and incorporate current events, global perspectives and scholarly research into the curriculum; and integrate social sciences and humanities knowledge in order to prepare students to live in a world with limited resources, ethnic diversity, cultural pluralism, and increasing interdependence.

***Standard 2: Knowledge of Human Development and Learning – The teacher understands how students learn and develop and provides opportunities that support their intellectual, social, and personal development.***

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Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Work samples, candidate and university supervisor interviews, and candidate lesson plan samples indicate that teacher candidates demonstrate an adequate understanding of how leadership, groups, and cultures influence intellectual, social, and personal development.

2.2 Work samples, candidate and university supervisor interviews, and candidate lesson plan samples indicate that teacher candidates demonstrate an ability to provide students with opportunities for engagement in civic life, politics, and government relevant to the social sciences.

Areas for Improvement: None

Recommended Actions:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR ECONOMICS TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structure of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.3 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Candidate interviews, review of subject area assessment samples and syllabi analysis indicate that teacher candidates demonstrate an adequate understanding of the foundations and principles of the United States political system; the organization and formation of the United States government and how power and responsibilities are organized, distributed, shared, and limited as defined in the United States Constitution; the significance of United States foreign policy; the role of international relations in shaping the United States political system; an awareness of global perspectives; and the civic responsibilities and rights of all inhabitants of the United States.

1.2 Review of teacher candidate unit plans, candidate interviews, review of subject area assessment samples and syllabi analysis indicate that teacher candidates demonstrate an adequate ability to create opportunities for students to engage in civic life, politics, and government.

Areas for Improvement: None

Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR HISTORY TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.5 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Teacher candidate interviews, analysis of course assessments and work samples, and analysis of course syllabi indicate that teacher candidates demonstrate an adequate understanding of historical themes and concepts; the political, social, cultural, and economic development of the United States and the world; how the development of the United States is related to international relations and significant conflicts; and the impact of gender, race, ethnicity, religion, and national origin on history.

1.2 Teacher candidate and university supervisor interviews, analysis of course assessments and work samples, and analysis of course syllabi indicate that teacher candidates demonstrate an adequate ability to provide opportunities for students to make connections between political, social, cultural, and economic themes and concepts; to enable students to incorporate the issues of gender, race, ethnicity, religion, and national origin into their examination of history; to facilitate student inquiry on how international relationships impact the United States; to relate the role of conflicts to continuity and change across time.

Areas for Improvement: None

Recommended Action:

- Approved  
 Approved Conditionally  
 Not Approved

**IDAHO STANDARDS FOR POLITICAL SCIENCE/GOVERNMENT  
AND CIVICS TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structure of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.7 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Candidate interviews, review of subject area assessment samples and syllabi analysis indicate that teacher candidates demonstrate an adequate understanding of the foundations and principles of the United States political system; the organization and formation of the United States government and how power and responsibilities are organized, distributed, shared, and limited as defined in the United States Constitution; the significance of United States foreign policy; the role of international relations in shaping the United States political system; an awareness of global perspectives; and the civic responsibilities and rights of all inhabitants of the United States.

1.2 Review of teacher candidate unit plans, candidate interviews, review of subject area assessment samples and syllabi analysis indicate that teacher candidates demonstrate an adequate ability to create opportunities for students to engage in civic life, politics, and government.

Areas for Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR SCHOOL SOCIAL WORKERS**

***Principle 1: National Standards - The school social worker meets the national standards of school social work practice.***

Element	Unacceptable	Acceptable	Target
<b>1.1 Knowledge and application of national standards.</b>		<b>X</b>	

1.1 Accreditation for the school social worker program was reaffirmed externally by the Commission on Accreditation of the Council on Social Work Education pursuant to a letter dated February 23, 2008. This reaffirmation was granted (with three noted areas of concern) for an eight year cycle, ending February 2008. The university was scheduled for a program reaffirmation review between September 2, 2009 and October 31, 2009.

1.2 Due to efforts to combine undergraduate and graduate programs in social work, Boise State University applied for, and received an extension for a reaffirmation date of February 2010 (letter dated October 8, 2008).

***Principle 2: School Climate - The school social worker understands the importance of a safe and positive school climate to maximize the development of all students' educational potential and social skills.***

Element	Unacceptable	Acceptable	Target
<b>2.1 Ability to evaluate and foster a safe and positive school climate.</b>		<b>X</b>	
<b>2.2 Collaboration</b>		<b>X</b>	

2.1 Accreditation for the school social worker program was reaffirmed externally by the Commission on Accreditation of the Council on Social Work Education pursuant to a letter dated February 23, 2008. This reaffirmation was granted (with three noted areas of concern) for an eight year cycle, ending February 2008. The university was scheduled for a program reaffirmation review between September 2, 2009 and October 31, 2009.

2.2 Due to efforts to combine undergraduate and graduate programs in social work, Boise State University applied for, and received an extension for a reaffirmation date of February 2010 (letter dated October 8, 2008).

***Principle 3: Students with Special Needs - The school social worker understands the importance of participating on a multidisciplinary team(s) to determine the education plan for students with special needs.***

Element	Unacceptable	Acceptable	Target
<b>3.1 Knowledge and application of mandates related to special education policies and procedures.</b>		<b>X</b>	
<b>3.2 Knowledge and ability to work with multidisciplinary teams</b>		<b>X</b>	

3.1 Accreditation for the school social worker program was reaffirmed externally by the Commission on Accreditation of the Council on Social Work Education pursuant to a letter dated February 23, 2008. This reaffirmation was granted (with three noted areas of concern) for an eight year cycle, ending February 2008. The university was scheduled for a program reaffirmation review between September 2, 2009 and October 31, 2009.

3.2 Due to efforts to combine undergraduate and graduate programs in social work, Boise State University applied for, and received an extension for a reaffirmation date of February 2010 (letter dated October 8, 2008).

Areas for Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR SPECIAL EDUCATION GENERALIST**

***Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.***

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	



1.1 Course syllabi, studies matrices, candidate work samples, and candidate portfolios from the professional year provide evidence that teacher candidates demonstrate adequate understanding of the benefits, strengths, and constraints of theories and educational models in special education practice.

1.2 Candidate portfolios, interviews with cooperating teachers, and the professional year disposition report substantiate that teacher candidates demonstrate an adequate ability to apply the theories and educational models of special education practice.

***Standard 2: Knowledge of Human Development and Learning - The teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.***

Element	Unacceptable	Acceptable	Target
<b>2.1 Understanding Human Development and Learning</b>		<b>X</b>	
<b>2.2 Provide Opportunities for Development</b>		<b>X</b>	

2.1 Studies matrices, course syllabi, course work samples, and candidate professional year portfolios provide evidence that teacher candidates demonstrate adequate understanding of how the learning patterns of students with disabilities may differ from the norm.

2.2 Candidate work samples, assessments, and candidate professional year portfolios provide strong evidence that teacher candidates demonstrate adequate ability to use research-supported, developmentally and age-appropriate instructional strategies and practices, to provide effective instruction in academic and non-academic areas for students with disabilities.

***Standard 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of multiple instructional strategies</b>		<b>X</b>	
<b>4.2 Application of multiple instructional strategies</b>		<b>X</b>	

4.1 Studies matrices and course syllabi, supported by course assessments, work samples and portfolios from the professional preparation year provide evidence that teacher candidates demonstrate an adequate understanding of how to design and implement instructional programs to support academic and social development of students with disabilities

4.2 Work samples, professional preparation year portfolios, assessments, and the professional year disposition reports provide strong evidence that teacher candidates demonstrate an adequate ability to design and implement instructional programs to support academic and social development of students with disabilities. .

***Standard 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.***

Element	Unacceptable	Acceptable	Target
<b>5.1 Understanding of Classroom Motivation and Management Skills</b>		<b>X</b>	
<b>5.2 Creating, Managing, and Modifying for Safe and Positive Learning Environments</b>		<b>X</b>	

5.1 Studies matrices, course syllabi and work samples provide evidence that teacher candidates demonstrate adequate knowledge of theories of behavior concerning students with disabilities.

5.2 This documentation coupled with interviews with cooperating teachers and professional year dispositions reports provide evidence that teacher candidates demonstrate an adequate ability to develop and implement positive behavior supports for students with disabilities.

***Standard 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.***

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		<b>X</b>	
<b>8.2 Using and Interpreting Assessment Strategies</b>		<b>X</b>	

8.1 Course work samples, candidate portfolios for the professional year, and course syllabi provide evidence that teacher candidates demonstrate an adequate understanding of the instruments and procedures that comply with legal and ethical concerns regarding the assessment of students.

8.2 Candidate portfolios, professional year disposition reports, assessments, and interviews with cooperating teachers and candidates provide strong evidence that teacher candidates demonstrate an adequate ability to facilitate and/or conduct assessments that comply with legal and ethical concerns regarding students with disabilities.

***Standard 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.***

Element	Unacceptable	Acceptable	Target
<b>9.1 Professional Commitment and Responsibility as Reflective Practitioners</b>		<b>X</b>	

9.1 Course syllabi, candidate work samples, and professional year dispositions reports provide evidence that candidates demonstrate an adequate understanding of the Council for Exceptional Children’s Code of Ethics and have the ability to facilitate and/or comply with legal and ethical concerns regarding students with disabilities.

Areas for Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR VISUAL AND PERFORMING ARTS TEACHERS**

*Principle 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and, creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 A review of syllabi and student work samples along with candidate interviews indicate the program provides evidence that teacher candidates demonstrate adequate knowledge of historical, critical, performance, and aesthetic concepts, and a technical and expressive proficiency in a particular area of the visual and performing arts.

1.2 A review of syllabi and student work samples along with candidate interviews indicate the program provides evidence that teacher candidates demonstrate an adequate ability to help students create, understand, and participate in the traditional, popular, folk and contemporary arts as relevant

to the students' interests and experiences and an ability to instruct students in interpreting and judging their own artworks, as well as the works of others.

***Principle 4: Multiple Instructional Strategies - The teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.***

Element	Unacceptable	Acceptable	Target
<b>4.1 Understanding of Classroom Motivation and Management Skills</b>		X	

4.1 Teacher evaluations of work samples, student work samples and syllabi indicate the program provides evidence that teacher candidates demonstrate adequate knowledge of how to integrate kinesthetic learning into arts instruction

***Principle 5: Classroom Motivation and Management Skills - The teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.***

Element	Unacceptable	Acceptable	Target
<b>5.1 Understanding of Classroom Motivation and Management Skills.</b>		X	

5.1 A review of syllabi, student work samples, and interviews with candidates show that the program provides sufficient evidence that teacher candidates demonstrate adequate knowledge of how to integrate whole body learning into arts instruction

***Principle 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, and curriculum goals.***

Element	Unacceptable	Acceptable	Target
<b>7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals</b>		X	

7.1 Syllabi and student work samples demonstrate that the program provides evidence that teacher

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candidates demonstrate adequate knowledge of sequential, holistic, and cumulative processes and the use of the tools necessary for the communication of ideas.

***Principle 8: Assessment of Student Learning - The teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.***

Element	Unacceptable	Acceptable	Target
<b>8.1 Assessment of Student Learning</b>		X	
<b>8.2 Using and interpreting program and student assessment strategies</b>		X	

8.1 A review of student work samples and syllabi in addition to interviews with candidates show that the program provides evidence that teacher candidates demonstrate adequate knowledge of how to assess students' learning and creative processes, as well as finished products.

8.2 Student work samples, candidate interviews, and syllabi indicate the program provides evidence that teacher candidates demonstrate an adequate ability to provide students with appropriate opportunities for display, performance, and assessment for what they know and can do in the arts.

***Principle 9: Professional Commitment and Responsibility - The teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of teaching.***

Element	Unacceptable	Acceptable	Target
<b>9.1 Professional Commitment and Responsibility as Reflective Practitioners</b>		X	

9.1 A review of syllabi and student work samples in addition to interviews with candidates indicate the program provides evidence that teacher candidates contribute to their disciplines by engaging in the art and science of teaching.

*Principle 10: Partnerships - The teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.*

Element	Unacceptable	Acceptable	Target
<b>10.1 Interacting in with Colleagues, Parents, and Community in Partnerships</b>		<b>X</b>	

10.1 A review of student work samples, syllabi and interviews with candidates indicate the program provides evidence that teacher candidates demonstrate adequate knowledge of how to promote the arts for the enhancement of the school and the community.

**Principle 11: Learning Environment - The teacher creates and manages a safe, productive learning environment.**

Element	Unacceptable	Acceptable	Target
<b>1.1 Safe learning environment</b>		<b>X</b>	

1.1 A review of syllabi and student work along with interviews with candidates provides evidence that teacher candidates demonstrate an adequate ability to instruct students in procedures that are essential to safe arts activities, to manage the simultaneous daily activities of the arts classroom, and to operate/manage performance and/or exhibit technologies safely.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR DRAMA TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 A review of the teachers' syllabi, student work samples, and candidate interviews indicate the program provides evidence that teacher candidates demonstrate an adequate understanding of the history of theater as a form of entertainment and as a societal influence; the basic theory

1.2 Interviews with teacher candidates, student work samples, and teachers' syllabi indicate the program provides evidence that teacher candidates demonstrate an adequate ability to incorporate various styles of acting and production techniques to communicate the ideas of actors, playwrights, and directors; and support individual interpretation of character, design, and other elements inherent to theater.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved

**IDAHO STANDARDS FOR MUSIC TEACHERS**

*Standard 1: Knowledge of Subject Matter - The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates learning experiences that make these aspects of subject matter meaningful for students.*

Element	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>		<b>X</b>	
<b>1.2 Making Subject Matter Meaningful</b>		<b>X</b>	

1.1 Teachers' syllabi, student work samples, and candidate interviews demonstrate the program

provides evidence that teacher candidates demonstrate an in-depth understanding of how to improvise, compose, and arrange in a variety of styles and settings, to perform vocally and on wind/string/percussion instruments to teach individual beginning students, and to perform as a vocalist or instrumentalist.

1.2 Teachers' syllabi, student work samples, and candidate interviews demonstrate the program provides evidence that teacher candidates demonstrate an adequate ability to improvise, compose, and arrange in a variety of styles and settings, to perform sufficiently vocally and on wind/string/percussion instruments to teach groups of beginning students, and to perform as a vocalist or instrumentalist.

***Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based on knowledge of subject matter, students, the community, curriculum goals, and instructional strategies.***

Element	Unacceptable	Acceptable	Target
<b>7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum</b>		X	
<b>7.2 Instructional Planning Skills in Connection with Students' Needs and Community Contexts</b>		X	

7.1 Teachers' syllabi, student work samples, and candidate interviews demonstrate the program provides evidence that teacher candidates demonstrate adequate knowledge of how to design a variety of musical learning opportunities for students in addition to traditional performance groups.

7.2 Teachers' syllabi, student work samples, and candidate interviews demonstrate the program provides evidence that teacher candidates exhibit an adequate ability to modify teaching plans based on a discriminating aural perception of in-class activities, that teacher candidates show an adequate ability to modify teaching plans based on a discriminating aural perception of in-class activities, and that teacher candidates are able to show they have adequate discriminating aural perception of student musical skills.

Areas of Improvement: None

Recommended Action:

- Approved
- Approved Conditionally
- Not Approved



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**PART III  
PARTICIPANTS AND EVENTS**

**Poster Session**

<b>Name</b>	<b>Teacher Candidate</b>	<b>Faculty</b>	<b>Other</b>	<b>College/ Department</b>
1. Beret Norman		X		MLL/COAS
2. Becky Paslay	X			Early Ed/Spec. Ed
3. Sharon Walen		X		Mathematics
4. Margaret Kinzie		X		Mathematics
5. Kristian Klebofsla	X			Early Ed/Spec Ed
6. Ross Burkhart		X		Political Science
7. Evelyn Johnson		X		ECS/ SPED
8. Bobbie Birdsell		X		Counsel Ed
9. David Wilkins		X		COAS/
10. Kim Gaines			Key Partner	Math Ed
11. Rebecca McLennen	X			Spec. Ed
12. MaryAnn Cahill		X		Literacy
13. Alicia Cole	X			Curr & Instr
14. Robin Betcher	X			Math Ed
15. Stan Steiner		X		Literacy
16. Joy Steiner		X		Literacy
17. Adam Johnson	X			Elem Ed
18. Connie Semmelroth	X			Spec Ed
19. David Mathie		X		Music
20. Jennifer Violethe	X			Spanish/Spec Ed
21. Luis-Miguel Molinery		X		Modern Languages
22. Marcelo Serpe		X		Biology
23. Robbie Robinson	X	X		COL EST
24. Tucker Sweeney	X			KINES
25. Beatrice Harris		X		ECS
26. Leslie Burock	X			Modern Language
27. Dana Burak			Guest	
28. Bob Larson	X			MelbaC School District
29. Diana Esbensen		X		COE-CSI & PS
30. Ted J. Singletary		X		CIFS
31. Leon Mayoras		X		COE
32. Chris Haskell		X		Ed Tech
33. Lee Dubert		X		LTCY
34. Scott Willison		X		CHJ Center
35. L Rogien		X		CIFS
36. Kim Barker	X			Art Ed
37. Tara Harsin	X			CIFS
38. Cory Gaskle	X			CIFS
39. Stephany Wright	X			POLS
40. Tracey-Mae Gonsalves	X			KINES
41. John M. Payne	X			Foreign Language
42. Jimmy Ross Schultz	X			History
43. Rick Bauscher			Guest	
44. Keith Allred		X		Sp & ECS
45. Andrew Grover			Key Partner	Principal/MHS
46. Ron Pfeiffer		X		COE

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47. Rich Osgutherdes		X		CIFS
48. Donnie Heb		X		CIFS
49. Roger Stewart		X		Literacy
50. Roberto Bahruth		X		Bilingual Ed
51. Arturo Rodriguez		X		Bilingual Ed
52. Viviana Lopez		X		Bilingual Ed
53. Blanco Calderon		X		Bilingual Ed
54. Martha Mendoron		X		Bilingual Ed
55. Raine Simplot		X		Bilingual Ed
56. Vanessa Vega		X		CAMP
57. Brenda Wilson	X			Ed Leadership
58. Greg Misting		X		Center for M/E Opp
59. Lisa Kinnaman	X			Center for SI
60. Elva Reza-Lopez		X		Bilingual Ed
61. Jessica Verbana	X			Bilingual Ed
62. Angela Young	X			Ed Leadership
63. Deborah Carter		X		Spec ECS
64. Steve Smylie		X		ED-CIFS
65. Marsha Smylie		X	Guest	
66. Dottie Stimpson			Guest	
67. Jack Pelton			Guest	Grad College
68. Anne Gregory		X		Dept. of Lit.
69. Michael Humphrey		X		SPED ECS
70. Lee Woods		X		SPED ECS
71. Deborah Weatherspoon			X	CSIPS
72. Sara Secy		X		Library
73. Michael Fisher	X			ED-CIFS
74. Katherine Fisher			Guest	
75. Henry Charles			Key Partner	Chemistry
76. Keith Thieve		X		ED-CIFS
77. Marcia Beckman			Key Partner	
78. Tom Beckman			Guest	
79. Jim Girvan		X		College of Health
80. Georgian Girvan		X		ISA & Science KINES
81. Lana P. Elliott			Idaho Team	
82. Sumpy Puarkute			Guest	
83. Vidya Nandikilla		X		Engineering
84. Elliott Lessen			NCATE	
85. Freddy Thomas			NCATE	
86. Jonathan Brenclair		X		CIFS
87. Connie Olson			Guest	
88. Frank MCrink			Guest	
89. Ray Bradshaw			Administration	
90. Katie Rhodenbaugh			Idaho Team	
91. Dewey Dykstra		X		A&S Physics
92. Richard Hart		X		Dean Emeritus
93. Michael Wiscouse			Guest	
94. Beatrice Black			Key Partner	
95. Jim Munger		X		Provost's Office
96. Ken Coll		X		COE
97. Karol Nyberg			NCATE	
98. Elaine Francis			NCATE	
99. Sue Powell			NCATE	

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100. Bess Vaughn		X		BSU COE
101. Shawn Quilter			NCATE	
102. Janet LaV.....			NCATE	
103. Stan Olson			Idaho Team	
104. Vera McCrink		X		BSU
105. Alyson McCrink			Guest	
106. Lori Pierce-French			Teacher	
107. Heath McInerney			Key Partner	Mt. View H.S.
108. Juli Pool		X		SPED/ECS
109. Natalie Nepals			Guest	
110. Kris Ryals			Guest	
111. Ursula Ryals			Guest	
112. Jay Hummel			Key Partner	Kuna S.D.
113. Marilyn Mosk			Library	
114. Holly MacLean			Guest	TUMSC-Boise
115. Connie Stauffe			Guest	Nampa School
116. Anne Stafford		X		Dept. of Ed.
117. Brian Lee			Guest	Ed. Leadership
118. Kathleen Keys		X		Art
119. Linda Bouczyask		X		Art
120. Jan Shimon		X		KINES
121. Linda Kirby			Adjunct Ed	
122. Andrew Egan	X			Geo Science
123. Barbara Morgan		X		Coll of Engineering
124. Dottie Mericle		X		Literacy COF
125. Monty Mericle			Guest	
126. Sara Fry		X		CIFS
127. Tara Bastian	X			COE
128. Jamie Armstrong		X		Library
129. Kathleen Budge		X		CIFS
130. Holly Anderson		X		CIFS
131. Jack Hourcade		X		SPED ECS
132. Maybeth Flaehbart			Idaho Team	
133. Terri Breshears	X			Art Ed
134. Lynn Breshears			Guest	
135. Diane Booth		X		Dean, COE

**Exit Conference**

<b>Name</b>	<b>Teacher Candidate</b>	<b>Faculty</b>	<b>Other</b>	<b>College/ Department</b>
Ken Coll		X		COE
Freddy Thomas			X	NCATE
Ross Vaughn		X		COE
Sona Andrews			X	Provost
Diane Booth			X	Dean, COE
Shawn Quilter			X	NCATE, chair
Lana Elliott			X	State Team, Chair

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**School Visits**

Name	Candidate	Mentor/ Teacher	Other	School	Grade
1. Luke Wolf	X			Mt. View	High School
2. Anna Bradshaw		X		Mt. View	High School
3. Randy Lance				Mr. View	High School
4. Ernie Garrison	X			Mt. View	High School
5. ERW Logue	X			Mt. View	High School
6. Andy Morris	X			Mt. View	High School
7. Anna Daley		X		Mt. View	High School
8. Tracili Huccorher	X			Reed El.	Kindergarten
9. Alicia Martinez	X			Reed El.	1 <sup>st</sup> grade
10. Jennifer Biery	X		Admin.	Reed El.	K-6
11. Courtney Shearer				Mt. Alumni	2 <sup>nd</sup> grade
12. Jessica Verbonac	X			Reed El.	2 <sup>nd</sup> grade
13. Erica Velasco		X		Reed El.	1 <sup>st</sup> grade
14. Larry Bond			Principal	Riverside El.	
15. Gary Gaskell	X			Riverside El.	
16. Bonnie Difty			Teacher	Riverside El.	
17. Kari Merkley			Teacher	Riverside El.	
18. Tara Harsin	X			Riverside El.	
19. John Bale			Teacher	Riverside El.	

**Interviews**

Interviewee	Interviewer(s) State/Team/NCATE	Location	Candidate	Faculty	Adjunc Faculty	Alumni	Admi	Coop Teache
1. Araceli Huicochea	Katie Rhodenbaugh, State	Reed El K, 1, 2				BSU		
2. Alicia Martinez	Katie Rhodenbaugh, State	Reed El K, 1, 2	X					
3. Courtney Shearer	Katie Rhodenbaugh, State	Reed El K, 1, 2				BSU		
4. Jennifer Biery	Katie Rhodenbaugh, State	Reed El K, 1, 2					V.P.	
5. Jessica Verbanac	Katie Rhodenbaugh, State	Reed El K, 1, 2	X					
6. Erika Velasco	Katie Rhodenbaugh, State	Reed El K, 1, 2				BSU		
7. Erma Russell	Linda Clark, State	Trailwinds	X					
8. Cindy Girard	Linda Clark, State	Trailwinds						X
9. Juli Pool	Linda Clark, State	BSU		X				
10. Evelyn Johnson	Linda Clark, State	BSU		X				
11. Keith Alre	Linda Clark, State	BSU		X				
12. Shams Kadre	State & NCATE Members	BSU		X				
13. Jennifer	State & NCATE	BSU	X					

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Hesse	Members							
14. Dawn Engle	State & NCATE Members	BSU	X					
15. Jimmy Schultz	State & NCATE Members	BSU	X					
16. Robby Seals	State & NCATE	BSU	X					
17. Rebekah Bishop	State & NCATE	BSU	X					
18. Marcia Buckman	State Team	BSU	X					
19. Karol Nyberg	NCATE	BSU	X					
20. Joe Miller	State Team	BSU	X					
21. Larry Bond	Jayne Heath, State Team	BSU					X	
22. Cory Gaskell	Jayne Heath, State	BSU	X					
23. Bonnie Dufty	Jayne Heath, State	BSU						X
24. Kari Merkley	Jayne Heath, State	BSU				X		
25. Tara Harsin	Jayne Heath, State	BSU	X					
26. Jennifer Snow	Jayne Heath, State	BSU			X			
27. Margaret Kinzel	Jayne Heath, State	BSU			X			
28. Rick Moore	Jayne Heath, State	BSU			X			
29. Bruce Robbins	Christina Linder/Jann Hill, State	BSU			X			
30. Lawrence Rogien	Christina Linder/Jann Hill, State	BSU			X			
31. Rich Osgothorpe	Christina Linder/Jann Hill, State	BSU			X			
32. Darren Carpenter	Christina Linder, State	BSU	X					
33. Ernie Garrison	Christina Linder, State	BSU	X					
34. Erin Logue	Christina Linder, State	BSU	X					
35. Anna Daley	?							X
36. Larry Bond	Terah Moore, State	BSU				X	X	
37. Travis Botkin	Terah Moore, State	BSU	X					
38. Crystal Ganlde	Terah Moore, State	BSU	X					
39. Jennifer Snow	Terah Moore, State	BSU			X			
40. Ken Bell	Terah Moore, State	BSU			X			

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**School Partners**

<b>Name</b>	<b>School</b>
Sherry Dismuke	Trail Wind El, Boise District
Shannon Cullen	Shadow Hills El, Boise District
Tora Leach	BSU Supervisor
Dennis Anderson	BSU Supervisor
Berlene Mace	BSU Supervisor
Stacey Stands	Whittier El, Boise District
Nolene Weaver	Owyhee El
Sharon Tennent	Owyhee El
Lonnie Honaker	BSU Supervisor

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**SUBJECT**

Brigham Young University -Idaho, Agriculture Education Focused Review Team Report

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Professional Standards Commission conducted an on-site focus visit of the Early Childhood/Early Childhood Special Education Blended Program and the Agriculture Education teacher preparation programs at Brigham Young University (BYU)-Idaho on October 10, 2006. The team evaluation recommended approval of the Early Childhood/Early Childhood Special Education Blended Program and conditional approval for the Agriculture Education program. This review found Standard 1: Knowledge of Subject Matter – Enhancement: 1.1 as unacceptable. This recommendation was approved by the State Board of Education. Conditional approval by the State Board requires a focus review within two years from the date of the visit.

On March 18-20, 2009, the required two-year focus visit was conducted at BYU-Idaho by a state team composed of two evaluators and two state observers. To evaluate the program, the team reviewed syllabi, student work samples, university supervisor and cooperating teacher evaluations and interviewed faculty, cooperating teachers, and program candidates. Standards 1.1 and 7.1 were evaluated for the Agriculture Education program.

According to the BYU-Idaho Institutional Program report submitted prior to this visit, “The department has addressed this deficiency by increasing the required AGTEC credits and by adding a new required course, **AGED 460 – Experiential Laboratory Methods**. This course is focused on developing a specific set of laboratory and shop skills necessary to teach experiential agriculture courses in high school. Students are also required to take at least four credits selected from a variety of advanced Agriculture Mechanics courses.” (page 32)

AgEd 460 was intended to fulfill the areas of weakness stated in the 2006 Focus Visit. However, it was determined that AgEd 460 has not yet been implemented. It is still in the planning stages with only a course outline to describe the content and knowledge to be taught in the course. As a result there is insufficient evidence to show that the unit provides instruction to teacher candidates in the area of philosophical principles and practices of professional-technical education, specifically in the area of agricultural mechanics. This gap in the curriculum was also supported in an on-site interview with a cooperating teacher.



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Because successful passage of the Praxis II, #0700, is not a requirement for program completers, BYU Idaho candidates are not eligible to apply for the 6-12 Idaho Education Teaching License in all cases.

The state team recommends conditional approval of this program, thus requiring another focus visit, at which time the entire teacher preparation program will be up for full review. The Agriculture Education program will be revisited as part of the full teacher preparation program review.

During the April 2009 meeting of the Professional Standards Commission, the Standards Committee had the opportunity to comprehensively review the Agriculture Education program report submitted by the state review team. The purpose of the on-site visit conducted in March 2009 was to determine that program deficits found during the 2006 focus visit had been addressed.

The 2009 BYU-Idaho institutional report indicated a clear understanding of the previously identified deficiencies with the development of a required course titled AG ED 460. It was noted that this course was created to specifically address the areas of need identified in 2006. During the on-site visit, however, the state review team discovered that AG ED 460 had not yet been implemented, even though the institutional report and university catalog stated otherwise.

The Professional Standards Commission is charged with the responsibility to ensure that all teacher preparation programs adhere to state standards, and it, therefore, does not accept the state review team's recommendation to conditionally approve BYU-Idaho's Agriculture Education program for another two-year term. The Professional Standards Commission recommends to the Idaho State Board of Education that the Agriculture Education Program at BYU-Idaho not be approved with the following accommodations and conditions:

1. Letters to current candidates informing them of the program status will be withheld at this time;
2. An on-site focused visit will be conducted no sooner than fall 2010 and no later than September 1, 2011 at which time sufficient performance evidence must be available; and
3. New candidate enrollment in the program will be suspended until the program achieves approved status.

If these conditions are not met by the time of the focused visit, letters stating the non-approved status of the program will be sent to all candidates. The institution will then have the opportunity to apply for approval as a new program.

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**IMPACT**

In order to achieve status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, BYU-Idaho must offer an Agriculture Education preparation program adequately aligned to State Standards.

**ATTACHMENTS**

Attachment 1 – State Review Team Report Page 5  
Attachment 2 – BYU-Idaho Institutional Rejoinder Page 13  
Attachment 3 – Professional Standards Commission Letter to BYU Idaho Page 17

**BOARD ACTION**

A motion to accept the Professional Standards Commission recommendation to not approve with specific accommodations and conditions the Agriculture Education program at Brigham Young University-Idaho.

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

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**STATE REVIEW FOCUS VISIT TEAM REPORT  
BRIGHAM YOUNG UNIVERSITY – IDAHO**

**AGRICULTURE EDUCATION**

March 18-20, 2009

**Professional Standards Commission**

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**Idaho State Board of Education**

**State Team:**

Stacey Jensen  
Glenn Orthel

**State Observers:**

Christina Linder  
Katie Rhodenbaugh

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**I. INTRODUCTION**

The Professional Standards Commission conducted an on-site focus visit of the Early Childhood/Early Childhood Special Education Blended Program and the Agriculture Education teacher preparation programs at Brigham Young University (BYU)-Idaho on October 10, 2006. The team evaluation recommended approval of the Early Childhood/Early Childhood Special Education Blended Program and conditional approval for the Agriculture Education program. This recommendation was approved by the State Board of Education. Conditional approval by the State Board requires a focus review within two years from the date of the visit.

On March 18-20, 2009, the required two-year focus visit was conducted at BYU-Idaho by a state team composed of two evaluators and two state observers. The focus visit consisted of an evaluation of the Agricultural Education program by Glenn Orthel and Stacey Jensen.

To evaluate the program, the team reviewed syllabi, student work samples, university supervisor and cooperating teacher evaluations and interviewed faculty, cooperating teachers, and program candidates.

Standards 1.1 and 7.1 were evaluated for the Agriculture Education program. The state team recommends conditional approval of this program, thus requiring another focus visit, at which time the entire teacher preparation program will be up for full review. The Agriculture Education program will be revisited as part of the full teacher preparation program review.

The review discussion for the Agriculture Education program is included in the next section of this report. A list of the BYU-Idaho program review interviewees concludes the report.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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II. PROGRAM REVIEW

BYU-Idaho  
March 18-20, 2009

PROGRAMS	RECOMMENDATIONS
Agriculture Education	Approved Conditionally

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**III. TEAM FINDINGS**

**IDAHO STANDARDS FOR INITIAL CERTIFICATION  
OF PROFESSIONAL SCHOOL PERSONNEL**

**PROFESSIONAL STANDARDS COMMISSION  
State Department of Education  
State Program Approval Team Report**

**College/University:** BYU-Idaho                      **Review Dates:** March 18-20, 2009  
**Standards(s) Reviewed:** Agriculture Education

**Standard 1: Knowledge of Subject Matter – The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates meaningful learning experiences that make these aspects of subject matter meaningful for students.**

Element ENHANCEMENT	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>	<b>X</b>		

A review on October 10, 2006, found Standard 1: Knowledge of Subject Matter – Enhancement: 1.1 as unacceptable.

According to the BYU-Idaho Institutional Program report submitted prior to this visit, “The department has addressed this deficiency by increasing the required AGTEC credits and by adding a new required course, **AGED 460 – Experiential Laboratory Methods**. This course is focused on developing a specific set of laboratory and shop skills necessary to teach experiential agriculture courses in high school. Students are also required to take at least four credits selected from a variety of advanced Agriculture Mechanics courses.” (page 32)

AgEd 460 was intended to fulfill the areas of weakness stated in the 2006 Focus Visit. However, it was determined that AgEd 460 has not yet been implemented. It is still in the planning stages with only a course outline to describe the content and knowledge to be taught in the course. As a result there is insufficient evidence to show that the unit provides instruction to teacher candidates in the area of philosophical principles and practices of professional-technical education, specifically in the area of agricultural mechanics. This gap in the curriculum was also supported in an on-site interview with a cooperating teacher.

Additionally, candidates are not required to pass the Praxis II #0700, Agriculture, Science, and Technology 6-12 in order to complete the program.



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**Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.**

Element CORE	Unacceptable	Acceptable	Target
<b>7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals</b>		X	

A focus visit on October 10, 2006, found Standard 7: Instructional Planning Skills Core 7.1 as unacceptable. Candidate, faculty, and cooperating teacher interviews, evaluations of interns, and work samples indicate that the program provides evidence that candidates now demonstrate an adequate understanding of subject matter, students, the community, curriculum goals, and the work place.

**Areas of Improvement:**

**Enhancement Standards**

**1.1 - Knowledge of Subject Matter**

Due to the lack of implementation of AgEd 460 there is insufficient evidence that candidates have sufficient knowledge of subject matter to understand the philosophical principles and practices of professional-technical education.

Because successful passage of the Praxis II, #0700, is not a requirement for program completers, BYU Idaho candidates are not eligible to apply for the 6-12 Idaho Education Teaching License in all cases.

**Recommended Action for the Agriculture Education Program at BYU-Idaho.**

- Approved
- Approved Conditionally**
- Not Approved

Another Focus Visit will be conducted in fall 2010. At this time, full implementation of, and enrollment in, AgEd 460 must be verifiable in order for this program to receive approval. If these conditions are not met, the program will not be approved.

STATE DEPARTMENT OF EDUCATION  
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**BYU-Idaho Program Review Interviewees**

**Administration**

Larry Thurgood  
Van Christman  
Ralph Kern

**BYU-Idaho Faculty**

Mel Dewsnup  
Larry Stephens  
Kevin Anderson  
Garth A. Waddoups

**Adjunct Faculty**

Robert Hale

**Cooperating Teachers**

Tom Jacobsen  
Jason Blaire  
Robert Hale

**Student Teachers**

Shawnee Orr  
Brenden Ellis  
Billie Jo Blackson

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## Institutional Rejoinder

Brigham Young University – Idaho  
Focused Visit: March 18-20, 2009  
Agriculture Education  
(Submitted June 3, 2009)

On behalf of the faculty and staff in the Agriculture Education program, and the Teacher Education Department at BYU-Idaho, I wish to express appreciation to the members of the Review Team who gave of their time and expertise to review our Agriculture Education program, to ensure compliance with State Department of Education Teacher Preparation Standards. The Review Team was composed of Stacey Jensen and Glenn Orthel along with Christina Linder and Katie Rhodenbaugh as State Observers. They were cordial and professional in every respect and we thank them for their desire to assist us in this important responsibility.

We are disappointed that the Professional Standards Commission did not approve of the Review Team's recommendation for Conditional Approval, but we are much more concerned about the reason for this disapproval. According to Christina Linder's Letter of Explanation (April, 27 2009), reporting the decision of the PSC, there appears to be a serious misunderstanding which needs to be explained and corrected. She wrote:

The 2009 BYU-Idaho institutional report indicated a clear understanding of the previously identified deficiencies with the development of a required course titled AG ED 460. It was noted that this course was created to specifically address the areas of need identified in 2006. During the on-site visit, however, the state review team discovered that AG ED 460 had not yet been implemented, even though the institutional report and university catalog stated otherwise.

It is the implementation of the AG Ed 460 course that must first be addressed. The background for the development of this course and its intended implementation requires the following explanation. When the Focus Review team visited BYU-Idaho on October 10, 2006, the team reported that Standard 1.1 (Enhancement of Subject Matter Understanding) was unacceptable. Some deficiencies were noted in providing sufficient "instruction to teacher candidates in the area of philosophical principles and practices of professional-technical education, specifically in the area of agricultural mechanics" needed for teaching agriculture courses in high school (Focus Visit Team Report, March 18-20, 2009, p. 5). In order to strengthen the Agriculture Education program, the chair of the Department of Agribusiness, Plant and Animal Sciences (in which the Agriculture Education program is housed) responded by preparing a proposal for a new course – AG ED 460. This course would be designed to strengthen prospective teachers in the deficiencies noted above. (Please see the timeline for the development of and scheduling of the AG Ed 460 course in Appendix B)

This proposal went before the BYU-Idaho Curriculum Council (the authorized body that approves new and restructured courses) in early 2007. It was not approved because with the addition of this new course and some additional proposed credits in other areas of Agriculture

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Education, the total number of credits for the degree would have exceeded the maximum number of 120 credits allowed for any degree from BYU-Idaho. In 2007, this 120 credit limit included 44-46 credits of General Education, 45 credits for a composite major (Agriculture Education is a composite major), and 23 credits of Education Core courses, with only six credits remaining for student choice as electives.

BYU-Idaho had been preparing to replace the General Education program with a new, 40 credit “Foundations” program beginning in Fall 2008. This change would allow a composite education major a maximum of 60 credits toward the major, 40 credits for Foundations, and 20 credits for the Education Core courses (with a three-credit methods course included in the major credits total). When the department chair made a second attempt to have the 460 course approved in January 2008, (together with the other credit increases, designed to further strengthen the Ag. Ed. program), the course was approved and the implementation process began, including scheduling the course for the first time in Fall Semester, 2009 (See Appendix B).

To help understand the implementation process, it is important to know that the 460 course is a senior-level course. It takes up to four years longer to have students enrolled in a new senior level class than a new freshman level class. Listing it as a degree requirement in the 2008-2009 University Catalog does not obligate students to take the course, who had enrolled at BYU-Idaho in a previous catalog year. The earliest semester in which the course could have been offered is Fall Semester 2009. To accomplish this, it was necessary to schedule the course through the Registrars’ office in fall 2008 (courses and instructors are scheduled approximately one year prior to when they can actually be offered), and this was done with the 460 course, even though it was anticipated that there would be no students enrolled in the course until Fall Semester of 2011. However, it appears that three students will take the course this fall (2009). A detailed syllabus for the course is included in Appendix A.

When this course was approved it was included in the list of required courses for the Agriculture Education degree on the department website as a means of informing potential students. However, students have a contractual obligation to take required courses according to the year they begin their university studies as listed in the official catalog. This is the statement from page 44 of the 2008-2009 BYU-Idaho Catalog:

**Graduation Catalog Requirement**

A student is responsible for the General Education and Major Requirements listed in any one Brigham Young University – Idaho Catalog (chosen by the student) from the year of first registration to the year of graduation, provided the Brigham Young University – Idaho Catalog chosen is not more than seven years old.

One of the items of concern about the Agriculture Education degree stems from the listing of these new requirements on the Department website, rather than providing a link to the official university catalog. The Department of Agribusiness, Plant and Animal Sciences listed the AG ED 460 course as a requirement for the “2007-2008 Year Program Table”. This was a typographical error. The year should have been “2008-2009”, because the Curriculum Council approved this course on January 8, 2008. Because of this, the 460 course was not scheduled to be listed in the official catalog until Fall 2008 (which is what has occurred). Listing it on the

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Department website as a degree requirement beginning in Fall 2007 was inaccurate, but clearly a mistake, as was the failure to provide a link to the official university catalog.

An additional concern for the Review Team was that BYU-Idaho Teacher Education students, including Agriculture Education students, have not been required to pass the Praxis content knowledge exams prior to student teaching. This has been our educational program policy (not just in Ag Ed) for a number of years. We have a number of students who have chosen not to take the Praxis because they plan on teaching in a state that requires a different content knowledge-based test and also because some of the female students planned on being stay-at-home mothers, rather than teaching. And though we have had program completers, some, both male and female, didn't plan on becoming certificated teachers in Idaho. There had been some confusion about using Praxis passage to determine program completion. I was informed in a phone conversation with ETS in February or March of 2006 that the Praxis was not to be used as a requirement for program completion. As a result, we continued to not require passing the Praxis as a condition for graduation or for student teaching.

We can see that this has been a problem and in order to resolve it, the Department of Teacher Education, on May 7, 2009, introduced a proposal to all department chairs whose departments sponsor education majors, to require passing the Praxis as a condition for student teaching. We feel this will strengthen the Teacher Education program and ensure that all student teachers have adequate content knowledge for student teaching. This change will include Agriculture Education students. The proposal is awaiting approval from Academic Council and should be in place for all student teachers in Spring Semester, 2010.

Though not related to the Agriculture Education focus visit, it was brought to my attention that on page 381 of the 2008-2009 BYU-Idaho Catalog, it states: "Students successfully completing a secondary education program will be eligible to apply for the Grade 6-12 Idaho Education Teaching License." We recognize that a major requirement for certification in the state of Idaho is that the applicants must have passed the Praxis. The Catalog statement will be accurate as students are required to pass the Praxis before student teaching.

In summary, we apologize for the mistakes that have occurred. They were not intentional, nor has there ever been any attempt to deceive or "get by" with a less-than-adequate program. We highly value the opportunity and responsibility to prepare excellent teachers for their service in the public school system in Idaho, and in other locations. We feel the Agriculture Education program is a solid and well-designed major. We receive compliments and commendations on the good teachers who come from our programs, including the Agriculture Education graduates. In the areas in which we were informed of our deficiencies, we have taken steps to correct those deficiencies. Though our request for approval to continue to offer this major was denied by the Professional Standards Commission, we ask that you reconsider that decision in light of the explanations given above.

Thank you for considering this request and thank you for the extra time and effort you give, not only for this and other programs at BYU-Idaho, but for the entire educational system in the state of Idaho. I have had the privilege of serving for a time on the PSC and I have gained

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great appreciation for the unselfish work you do, along with your great interest in and desire to provide a high quality education for all the children, youth and adults in this great state.

Respectfully,

Larry L. Thurgood, Dean  
College of Education and Human Development  
Brigham Young University – Idaho

**STATE DEPARTMENT OF EDUCATION**  
**AUGUST 20-21, 2009**

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STATE OF IDAHO  
**PROFESSIONAL STANDARDS COMMISSION**  
STATE DEPARTMENT OF EDUCATION  
PO BOX 83720  
BOISE, IDAHO 23720-0027

July 7, 2009

Larry Thurgood, Dean  
College of Education and Human Development  
Brigham Young University- Idaho  
308 Hinckley  
Rexburg, Idaho 83460-1940

Dear Mr. Thurgood:

This letter is to inform you of the resolution by the Professional Standards Commission during the June 15-16, 2009 meeting regarding the status of the Agriculture Education program at Brigham Young University – Idaho. The PSC has agreed to recommend to the Idaho State Board of Education that the Agriculture Education Program at BYU-Idaho not be approved with the following accommodations and conditions:

4. Letters to current candidates informing them of the program status will be withheld at this time;
5. An on-site focused visit will be conducted no sooner than fall 2010 and no later than September 1, 2011 at which time sufficient performance evidence must be available; and
6. New candidate enrollment in the program will be suspended until the program achieves approved status.

If these conditions are not met by the time of the focused visit, letters stating the non-approved status of the program will be sent to all candidates. The institution will then have the opportunity to apply for approval as a new program.

A copy of this letter along with a copy of the state team report including the institutional rejoinder will be submitted for consideration by the State Board of Education at its August 20-21, 2009 meeting. You will be notified by our office once a final decision has been granted by the State Board of Education.

Sincerely,

Christina Linder, Director  
Certification/Professional Standards



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**SUBJECT**

University of Idaho, School Counselor Focused Review Team Report

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-114 and 33-1258, Idaho Code

Idaho Administrative code, IDAPA 08.02.02 section 100- Official Vehicle for the Approval of Teacher Education Programs

**BACKGROUND/DISCUSSION**

The Idaho State Department of Education review of the University of Idaho, Coeur d'Alene Center occurred March 12-13, 2009, in Coeur d'Alene, Idaho. The purpose of the visit was to determine approval of the M.Ed./M.S. School Counseling and School Psychology (CASP) blended program. In the past this program did not require State approval because it had maintained accreditation through Council for Accreditation of Counseling and Related Educational Programs (CACREP). Because the University of Idaho decided to relinquish this accreditation, the state was called in for an approval visit. A two-member state of Idaho review team and two Idaho State Department of Education observers visited the Coeur d'Alene site located in Coeur d'Alene, Idaho.

In preparation for the visit, the professional education unit, which is responsible for the preparation for school counselors, prepared a self-study. The standards used to validate the report were the Idaho Standards for the Initial Certification of Professional School Personnel. Rubrics for each set of standards were followed for the evaluation. Team members determined if there were sufficient data from three major sources of evidence: the program, the candidate school counselors, and professionals serving in the field. The team reviewed evidence provided by the program such as: curriculum along with its alignment with State of Idaho Professional Standards, CACREP and NASP standards, faculty vita, interviews with faculty, course syllabi, program handbook, and assessment data. Candidate school counselor performance evidence reviewed related to evidence such as: course assignments, in-field supervisors and university supervisors' evaluations of performance, portfolios, research papers, journals, PRAXIS II scores along with National Counseling exam results, course and in-field rubrics. Team members spoke to in-field practitioners regarding program viability and candidates' performance.

The review centered on the State of Idaho Department of Education Professional Teacher Standards. The results of the review specific to each standard together with its principles and related elements have been considered. In addition, the team's written comments and recommendations are addressed in the rubrics. The evidence was evaluated using three ratings: approved, approved conditionally, not approved. Based upon the evidence, the Professional Standards Commission recommends full approval of the school counseling program as presented by the University of Idaho Coeur d'Alene service center.

**STATE DEPARTMENT OF EDUCATION  
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**IMPACT**

In order to maintain their status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, U of I must offer a school counselor preparation program adequately aligned to State Standards.

**ATTACHMENTS**

Attachment 1 – State Review Team Report

Page 5

**BOARD ACTION**

A motion to accept the State Review Team Report, thereby granting program approval of the M.Ed./M.S. School Counseling and School Psychology (CASP) blended program at the University of Idaho.

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

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**STATE REVIEW FOCUS VISIT TEAM REPORT  
BRIGHAM YOUNG UNIVERSITY – IDAHO**

**AGRICULTURE EDUCATION**

March 18-20, 2009

**Professional Standards Commission**

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**Idaho State Board of Education**

**State Team:**  
Stacey Jensen  
Glenn Orthel

**State Observers:**  
Christina Linder  
Katie Rhodenbaugh

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## **I. INTRODUCTION**

The Professional Standards Commission conducted an on-site focus visit of the Early Childhood/Early Childhood Special Education Blended Program and the Agriculture Education teacher preparation programs at Brigham Young University (BYU)-Idaho on October 10, 2006. The team evaluation recommended approval of the Early Childhood/Early Childhood Special Education Blended Program and conditional approval for the Agriculture Education program. This recommendation was approved by the State Board of Education. Conditional approval by the State Board requires a focus review within two years from the date of the visit.

On March 18-20, 2009, the required two-year focus visit was conducted at BYU-Idaho by a state team composed of two evaluators and two state observers. The focus visit consisted of an evaluation of the Agricultural Education program by Glenn Orthel and Stacey Jensen.

To evaluate the program, the team reviewed syllabi, student work samples, university supervisor and cooperating teacher evaluations and interviewed faculty, cooperating teachers, and program candidates.

Standards 1.1 and 7.1 were evaluated for the Agriculture Education program. The state team recommends conditional approval of this program, thus requiring another focus visit, at which time the entire teacher preparation program will be up for full review. The Agriculture Education program will be revisited as part of the full teacher preparation program review.

The review discussion for the Agriculture Education program is included in the next section of this report. A list of the BYU-Idaho program review interviewees concludes the report.

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II. PROGRAM REVIEW

BYU-Idaho  
March 18-20, 2009

PROGRAMS	RECOMMENDATIONS
Agriculture Education	Approved Conditionally

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**III. TEAM FINDINGS**

**IDAHO STANDARDS FOR INITIAL CERTIFICATION  
OF PROFESSIONAL SCHOOL PERSONNEL**

**PROFESSIONAL STANDARDS COMMISSION  
State Department of Education  
State Program Approval Team Report**

**College/University:** BYU-Idaho                      **Review Dates:** March 18-20, 2009  
**Standards(s) Reviewed:** Agriculture Education

**Standard 1: Knowledge of Subject Matter – The teacher understands the central concepts, tools of inquiry, and structures of the discipline taught and creates meaningful learning experiences that make these aspects of subject matter meaningful for students.**

Element ENHANCEMENT	Unacceptable	Acceptable	Target
<b>1.1 Understanding Subject Matter</b>	<b>X</b>		

A review on October 10, 2006, found Standard 1: Knowledge of Subject Matter – Enhancement: 1.1 as unacceptable.

According to the BYU-Idaho Institutional Program report submitted prior to this visit, “The department has addressed this deficiency by increasing the required AGTEC credits and by adding a new required course, **AGED 460 – Experiential Laboratory Methods**. This course is focused on developing a specific set of laboratory and shop skills necessary to teach experiential agriculture courses in high school. Students are also required to take at least four credits selected from a variety of advanced Agriculture Mechanics courses.” (page 32)

AgEd 460 was intended to fulfill the areas of weakness stated in the 2006 Focus Visit. However, it was determined that AgEd 460 has not yet been implemented. It is still in the planning stages with only a course outline to describe the content and knowledge to be taught in the course. As a result there is insufficient evidence to show that the unit provides instruction to teacher candidates in the area of philosophical principles and practices of professional-technical education, specifically in the area of agricultural mechanics. This gap in the curriculum was also supported in an on-site interview with a cooperating teacher.

Additionally, candidates are not required to pass the Praxis II #0700, Agriculture, Science, and Technology 6-12 in order to complete the program.



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**Standard 7: Instructional Planning Skills - The teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.**

Element CORE	Unacceptable	Acceptable	Target
<b>7.1 Instructional Planning Skills in Connection with Knowledge of Subject Matter and Curriculum Goals</b>		X	

A focus visit on October 10, 2006, found Standard 7: Instructional Planning Skills Core 7.1 as unacceptable. Candidate, faculty, and cooperating teacher interviews, evaluations of interns, and work samples indicate that the program provides evidence that candidates now demonstrate an adequate understanding of subject matter, students, the community, curriculum goals, and the work place.

**Areas of Improvement:**

**Enhancement Standards**

**1.1 - Knowledge of Subject Matter**

Due to the lack of implementation of AgEd 460 there is insufficient evidence that candidates have sufficient knowledge of subject matter to understand the philosophical principles and practices of professional-technical education.

Because successful passage of the Praxis II, #0700, is not a requirement for program completers, BYU Idaho candidates are not eligible to apply for the 6-12 Idaho Education Teaching License in all cases.

**Recommended Action for the Agriculture Education Program at BYU-Idaho.**

- Approved
- Approved Conditionally**
- Not Approved

Another Focus Visit will be conducted in fall 2010. At this time, full implementation of, and enrollment in, AgEd 460 must be verifiable in order for this program to receive approval. If these conditions are not met, the program will not be approved.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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**BYU-Idaho Program Review Interviewees**

**Administration**

Larry Thurgood  
Van Christman  
Ralph Kern

**BYU-Idaho Faculty**

Mel Dewsnup  
Larry Stephens  
Kevin Anderson  
Garth A. Waddoups

**Adjunct Faculty**

Robert Hale

**Cooperating Teachers**

Tom Jacobsen  
Jason Blaire  
Robert Hale

**Student Teachers**

Shawnee Orr  
Brenden Ellis  
Billie Jo Blackson

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AUGUST 20-21, 2009**

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**SUBJECT**

Appointment to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Idaho Statute sets forth criteria for membership in the Professional Standards Commission. Two vacancies are being filled from this pool of candidates

Nominations were sought for the position from the Idaho Education Association and Northwest Professional Educators. Resumes for interested individuals are attached.

Secondary Classroom Teacher:

- Valerie Williams, Blackfoot School District
- Esther Henry, Jefferson County School District
- Lourene Wellman, Jefferson County School District
- Jean Robinson, Coeur d'Alene School District
- Daylene Petersen, Nampa School District

**ATTACHMENTS**

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Attachment 4 – Resume for Jean Robinson	Page 19
Attachment 5 – Resume for Daylene Petersen	Page 21

**BOARD ACTION**

A motion to approve \_\_\_\_\_ as a member of the Professional Standards Commission for a term of three years representing secondary classroom teachers.

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

A motion to approve \_\_\_\_\_ as a member of the Professional Standards Commission for a term of three years representing secondary classroom teachers.

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

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**VALERIE WILLIAMS**  
4436 Burley Drive  
Chubbuck, ID 83202  
Phone: 208-681-3179, Fax: 208-237-1919  
wasivale@cableone.net

**OBJECTIVE**

- To obtain a classroom teacher's position on the Idaho Professional Standards Commission.

**SKILL SUMMARY**

- Excellent teaching skills in settings from child to adult; exceptional written and oral communication; experienced in diplomacy; outstanding organization skills; first-rate leadership abilities; practiced committee member; superb written and oral Spanish language skills; experienced working with diverse learning groups; continuing respect for the teaching profession and commitment to maintain high standards for teachers and certification.

**EDUCATION**

- Idaho State University, Pocatello, Idaho  
Doctoral Student in the Education Leadership Program  
*Expected Graduation: December 2010, GPA 4.0*  
Prospective Degree: Ed.D. Higher Education Administration
- Idaho State University, Pocatello, Idaho  
Graduation: August 1999, GPA: 4.0  
Degree Held: M.Ed. Curriculum & Instruction
- Boise State University, Boise, Idaho  
Graduation: August 1980, Cum Laude  
Degree Held: B.A. Spanish

**CERTIFICATION**

- Idaho Standard Secondary Teaching Certificate. Endorsement: Spanish, History, Social Studies. 1980-present.
- Idaho Technology Certificate, 1998.

**RELATED WORK EXPERIENCE**

- **High School Teacher, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (August 2007-present).** Teach Honors American History A-B;

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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Williams, 2

American History A-B; Honors Economics; and Economics to high school juniors and seniors.

- **Powder Puff Football Coach** to junior and senior girls (2007 to present).
- **BEA, (Blackfoot Education Association) building representative** (2008 to present).
- **Associate Lecturer, Idaho State University (ISU), College of Education, Educational Foundations (August 2002-May 2007).** Served as an instructor for lower and upper division education courses, including planning, assessment, delivery, motivation, management, human development, and adaptations for diversity; conduct workshops for practicing classroom teachers; plan, organize, and coordinate all-day workshops for interns; serve on various curriculum alignment committees; maintain a focus on current research in the educational field; advise teacher education candidates; and serve as the advisor for the University student program organization branch for the **Idaho Education Association**.
- **Teacher-In-Residence, ISU (August 2001-2002).** Served as an instructor and team-teacher for upper division education courses; served on various curriculum alignment committees; and supervised pre-interns & interns in their field experience.
- **High School Teacher, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (August 1989-2001).** Taught Spanish IA-B; Spanish IIA-B; World Cultures and History A-B; American History A-B; U.S. Government & Politics A-B; **Advanced Placement** U.S. Government & Politics A-B; Teens, Crime, and the Community; and Street Law.
  - **Law-Related Education Coordinator (August 1998-2001)** Provided the district's teachers with materials and instruction for law-related education (LRE) activities in their classrooms and administered the LRE budget.
  - **Social Studies Department Chair (August 1998-2001)** Supervised seven social studies teachers, conducted staff meetings; discussed curriculum and job duties; created department course schedules, class offerings, and course catalog descriptions; served on faculty search and interview teams for social studies teachers.
  - **BEA, IEA, NEA Building Representative** (1990-1992)
  - **BEA Negotiations Committee Caucus Chair** (1995-2001)
  - **District Insurance Committee Chair** (1998-2001)

**STATE DEPARTMENT OF EDUCATION  
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Williams, 3

- **District Substitute, Blackfoot School District #55, Blackfoot, ID (August 1987-1989).**
- **Spanish Bilingual Program Director, Blackfoot School District #55, Blackfoot, ID (August 1984-1987).** Administered a K-5 bilingual program in three elementary schools, supervised three instructional aides, assisted classroom teachers, and provided materials to support Spanish-speaking children and their learning activities, also taught two class periods of Beginning Spanish to high school students.
- **Migrant Aide for the Migrant Education Program, Blackfoot High School, Blackfoot School District #55, Blackfoot, ID (September 1984-1985).**
- **Migrant Resource Teacher, Mountain Home School District, Mountain Home, ID (September 1980-August 1982)** Administered a K-12 migrant education program in three elementaries, a junior high school, and senior high school; taught migrant students English language skills; and tutored students in other academic subjects.

**PRESENTATIONS**

- Representative of the College of Education, ISU Day at the State Capitol and Recruitment Night in various cities across the state.
- ISU, College of Education faculty on Adaptations and assessments.
- Various conferences for professional teaching organizations statewide.

**ADDITIONAL ACTIVITIES**

- Participant of various public education grant programs.
- Committee member on various state-wide committees & professional organizations.
- State Champion Mock Trial Team Coach, Blackfoot High School
- Youth Government Club Advisor, Blackfoot High School
- Performing Arts Center fund raiser / volunteer, Blackfoot High School
- Model for Arctic Cat Snowmobiles brochures

**AWARDS**

- Most Influential Professor, College of Education, ISU, 2005 & 2007
- National Dean's List, 2007
- Teacher of the Month, Blackfoot High School, April 1997
- Who's Who Among America's Teachers (two nominations - public school and higher education)
- Empire Who's Who of Women in Education
- Who's Who Empowering Executives & Professionals



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Williams, 4

**AFFILIATIONS**

- ISU Women's Studies Program board member (2005-2007)
- American Association of University Women (2005-2007)
- ISU Professional Women board member (2005-2007)
- Kappa Delta Pi (2004-2007)
- Delta Kappa Gamma (1998-2008)
- Association for Supervision and Curriculum Development (1999 to present)
- Pocatello Pathfinders Association (2004-present)
- National Education Association, Idaho Education Association, Blackfoot Education Association member (1980-2002 & 2007 to present)
- National Council for the Social Studies (1987-2006)
- Idaho Council of History Educators (2000-2006)

**REFERENCES**

Dr. Peter Denner  
Professor and Assistant Dean  
Teacher Education  
College of Education  
Campus Box 8059  
Pocatello, ID 83209  
208-282-4143

Dr. Scott Crane  
Superintendent  
Blackfoot School District #55  
270 E. Bridge  
Blackfoot, ID 83221  
208-785-8800

Mr. Michael O'donnel  
Business Education Teacher  
Blackfoot High School  
870 S. Fisher  
Blackfoot, ID 83221  
(208-785-8810)

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



BLACKFOOT SCHOOL DISTRICT NO. 55

270 East Bridge Street, Blackfoot, ID 83221  
Phone (208) 785-8800 Fax (208) 785-8809  
Web Site: www.d55.k12.id.us

February 11, 2009

Idaho Education Association  
Professional Standards Commission  
Selection Committee

Dear Selection Committee:

**BOARD OF TRUSTEES**

Rick Bigler  
Chairman

J. D. Tolman  
Vice Chairman

Bryce C. Lloyd  
Clerk/Treasurer

Mary Jo Marlow  
Member

Patricia L. Colman  
Member

**ADMINISTRATIVE OFFICES**

Dr. Scott L. Crane  
Superintendent of Schools

Chad R. Struhs  
Assistant Superintendent

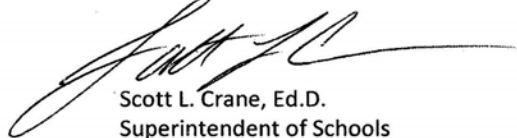
Patricia Farmer  
Director – Student Support Services

The Professional Standards Commission has the responsibility of determining the course of Idaho certification standards, education fair practices, and education ethical standards. These paramount responsibilities effect all professional educators in the state of Idaho, and are responsible for creating high professional standards for Idaho educators.

Due to the importance of this commission, I believe that the members of the commission need to be representatives of the highest quality of Idaho educators. It is, therefore, a privilege and honor to recommend Ms. Valerie Williams to serve as a member of this prestigious commission. I truly believe that Ms. Williams represents the best qualities of a professional educator as exemplified by her years of teaching at Blackfoot High School, Idaho State University, and her continuing efforts to complete her doctorate.

Ms. Williams has the knowledge, expertise, and skills necessary to provide well thought out advise and input. Her oral communication, written, and leadership skills are superb in both English and Spanish. I believe that Ms. Williams would be a great asset to the Professional Standards Commission and pledge my support in allowing her to attend meetings and accomplishing the tasks necessary to enhance the education profession in the state of Idaho. I have no reservation in recommending Ms. Valerie Williams for this position.

Sincerely,



Scott L. Crane, Ed.D.  
Superintendent of Schools

mac  
pc: File

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



Office of the  
Assistant Dean  
College of Education

921 S 8<sup>th</sup> Avenue  
Stop 8059  
Pocatello, Idaho  
83209-8059

Phone  
(208) 282-3807

Fax  
(208) 282-4697

Email  
dennpete@isu.edu

Page 1 of 2

February 17, 2009

Dear Idaho Education Association Board of Directors,

I am writing this letter of support on behalf of Ms. Valerie Williams, who has applied for selection as a member of the Professional Standards Commission. Ms. Williams is a classroom teacher at Blackfoot High School (District #55), where she currently teaches American History and Economics. Before serving as a Teacher-In-Residence and Associate Lecturer at Idaho State University (ISU) in Pocatello, Valerie also taught Spanish, History, and Government at Blackfoot High School from 1989 to 2001. Earlier in her career, Valerie served as the Spanish Bilingual Program Director for the Blackfoot School District for three years and as a Migrant Resource Teacher for the Mountain Home School District. Ms. Williams is an outstanding teacher who would bring a wealth of experience and a unique perspective to the Professional Standards Commission. As her resume attests, Ms. Williams has also been an active member of the Idaho Education Association and the National Education Association.

I first met Ms. Williams in the fall of 2001 after she had been selected to be a Teacher-In-Residence in the College of Education. The Teacher-In-Residence program was funded by a grant from the J. A. & Kathryn Albertson Foundation. The program paired outstanding teachers for one year at a time residencies with university professors to work on the transformation of the ISU undergraduate teacher preparation programs. A major goal of the grant was to support the development of a standards-driven assessment system for teacher education. Valerie's involvement in the efforts of our college to undertake this transformation gives her a deep appreciation for the complexities of building assessment systems and for the value of linking standards with assessments. I believe this experience makes her an excellent candidate for serving on the Professional Standards Commission.

Toward the end of her year as a Teacher-In-Residence, an opportunity arose for Valerie to be hired as an instructor in the College of Education to teach undergraduate courses in teacher education. This turned into an opportunity for her to teach with us for several years. Valerie also served as a supervisor of student teaching interns and as the advisor for the College of Education student chapter of the Idaho Education Association. Valerie brought her wealth of classroom teaching experience to our undergraduate teacher preparation programs, where she demonstrated great versatility in her teaching. She was regarded by both her colleagues and her students as an outstanding teacher educator. Valerie's commitment to the professional education and development of teachers is another reason she is an excellent candidate to serve as a member on the Professional Standards Commission.

While at ISU, Ms. Williams was also active on a variety of college committees, including serving as a member of the Teacher Education Core Assessment Committee, which I chaired. Valerie was an articulate advocate for her views and an

*ISU is An Equal Opportunity Employer*

## Blackfoot High School

### “BRONCO COUNTRY”

**Principal**  
Blaine E. McInelly  
**Assistant Principal**  
Brian J. Kress

870 South Fisher Ave.  
Blackfoot, Idaho 83221-3305  
Phone (208) 785-8810  
Fax (208) 785-2329

**Assistant Principal**  
Thomas B. Harrington  
**Athletic Director**  
Jeff Marshall

February 20, 2009

Dear Idaho Education Association Board of Directors:

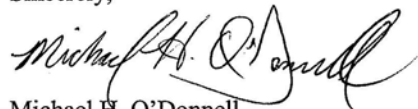
I have had the privilege of working with Valerie Williams at Blackfoot High School for several years both before her departure to complete graduate work and assume a teaching position at Idaho State University, and after her welcomed return to our faculty. Her teaching efforts here at Blackfoot High have allowed me valued contact for collaboration, feedback and friendship.

Ms. Williams also serves at the building representation for the Blackfoot Education Association and has been an excellent sounding board and liaison for association members at the high school. She is always willing to listen and has made a commitment to stay abreast of association and global education issues as they impact students and teachers.

Because of my position providing the high school its on-site technical support as well as fulfilling my duties at a business education teacher, I have had several opportunities to observe Ms. Williams in her classroom and in my computer lab, where her classes have made use of equipment during my prep period. Her organizational skills are apparent. You don't move a classroom of high school students from point A to point B and get them on task without a keen understanding of the challenge.

One of the most outstanding traits Ms. Williams possesses is respect for the value of other people's time. She is always sure to secure permission to use my lab facilities well in advance and quick to thank me for my assistance. She is a joy to work with and a real asset to our faculty. Any team faced with an endeavor that requires intelligence, humor and grace would be stronger with her among its ranks.

Sincerely,



Michael H. O'Donnell  
Blackfoot High School

*The Higher We Climb the Better the View*

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**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**Esther Kaye Henry**

271 North 3900 East, Rigby, ID 83442

(208) 745-6783

ehenry@sd251.org

<b>Objective</b>	<b>Become a member of the Idaho Professional Standards Commission</b>	
<b>Association And Community Involvement</b>	<ul style="list-style-type: none"> <li>• Merit Badge Counselor, BSA</li> <li>• Jefferson County Fair participant</li> <li>• Farm Bureau Talent Show Winner</li> <li>• Church leadership, teaching, music</li> <li>• Snake River Flood Relief volunteer</li> <li>• Tutoring for remedial college English classes</li> <li>• Alliance Canal weed control—20 years</li> </ul>	<ul style="list-style-type: none"> <li>• Jefferson Co. Ed. Assoc. Building Rep., 1993-1994</li> <li>• JCEA V.P., 1995</li> <li>• JCEA Pres. Elect, 1996</li> <li>• JCEA President, 1997-1998</li> <li>• JCEA Negotiations Team, 1994-1998</li> <li>• JCEA Grievance Committee, chair—1999-2001</li> <li>• IEA Delegate Assembly Member—10 years</li> <li>• IEA campaign worker for 1% Initiative, 2007</li> </ul>
<b>Teaching/ Professional Experience</b>	<p><b>English Teacher</b> <b>Rigby High School, Rigby, Idaho</b></p> <ul style="list-style-type: none"> <li>• Grades 10-12 remedial, regular, AP courses—15 years</li> <li>• National Honor Society Advisor—9 years</li> <li>• District English curriculum alignment committee—7 years</li> <li>• School Improvement Committee, chair—4 years</li> <li>• AP Institute participant—6 years</li> <li>• Senior class advisor—3 years</li> <li>• District principal selection committee member—4 years</li> <li>• Textbook adoption committee—4 years</li> <li>• 10-year accreditation committee chair—1998</li> <li>• District Harmony Committee member—7 years</li> <li>• Mentor teacher—8 years</li> <li>• English Dept. chair—4 years</li> <li>• Cooperating teacher for student teachers—5 years</li> </ul> <p><i>Recognition/ Awards:</i></p> <ul style="list-style-type: none"> <li>• Jefferson County Teacher of the Year, 2002</li> <li>• Who's Who Among American Educators—1995, 1996, 1997, 2001, 2003</li> <li>• Marquis Who's Who in America, 2007</li> <li>• Marquis Who's Who Among American Women, 2008</li> </ul>	<i>1992 to Present</i>
<b>Education</b>	<p><b>English Teacher</b> <b>Springville High School, Springville, Utah</b></p>	<i>1985 - 1992</i>
<b>Education</b>	<p><b>Master of Arts—Instruction and Technology</b> <i>Western Governors University, Salt Lake City, Utah</i></p>	<i>2004</i>
<b>Education</b>	<p><b>National Board Certified Teacher—Adolescent/Young Adult Language Arts</b></p>	<i>2001</i>
<b>Education</b>	<p><b>Bachelor of Arts—English Education, Communications Minor</b> <i>Brigham Young University, Provo, Utah</i></p>	<i>1985</i>
<b>References</b>	Enclosed	

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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Ms. Esther Henry  
English Instructor, Rigby High School  
Rigby, ID 83442

## Rigby High School

290 North 3800 East  
Rigby, Idaho 83442  
Phone: (208) 745-7704  
Fax: (208) 745-7707

February 13, 2008

RE: Letter of Recommendation

It is a privilege to write a letter of recommendation for Ms. Esther Henry. She is an exceptional teacher and has the experience and knowledge needed to be a part of the Professional Standards Commission for the State of Idaho. I have complete trust in her work ethic and dedication to students in the field of education. I have observed her teaching, her interactions with students, and can attest of her professionalism.

Ms. Henry's experience is broad and diversified. Following high school graduation as valedictorian, Ms. Henry graduated from BYU-Provo with a BA degree in English and a minor in communications. She has been a teacher for over 22 ½ years. Seven (7) of those years were at Springville High School in Utah. She has taught for over fifteen (15) years here at Rigby High School, Jefferson County School District #251 in Rigby, Idaho.

In 2001 Ms. Henry added to her teaching credentials by becoming recognized as a National Board Certified Teacher. Three years later in 2004 she earned a MA degree in Instruction and Technology from Western Governor's University. She is named in several editions of Who's Who among American Educators, as well as the Marquis Who's Who of America.

In addition to being a building representative for the Jefferson County Education Association, she has also been on the negotiations and membership recruitment committees, and grievance committee. She has served as grievance chair, and has served on the district's Harmony Committee for seven (7) years. She has served the JCEA as vice president, president-elect, and association president. She has assisted staff members and support staff when they need to speak with building and district administration. For many years she has been elected by her peers to be an Idaho Education Association representative. On the floor she has spoken openly in support of issues affecting teachers, and she has also been involved in several IEA grassroots campaigns and initiatives. Such actions prove her commitment and dedication to students.

At RHS she has served several times as a mentor teacher, and has assisted as a cooperating teacher. She was chair of the 1998 school accreditation committee, and has been a department head for the English department. Her service includes numerous committees dealing with curriculum alignment, principal selection, textbook adoption, and senior graduation. For the past ten (10) years, she has spearheaded common end-of-course assessments for her department and has proofread district-sponsored grants that were eventually approved. She is an AP English teacher and has three (3) years experience teacher AP English.

Ms. Henry's experience is broad and extensive. Her classroom experiences coupled with her service to education qualify her for being considered for the Professional Standards Commission. Should you need more information concerning this excellent educator, please contact me.

Sincerely,

Gary Comstock, Principal

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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## Rigby High School

290 North 3800 East  
Rigby, Idaho 83442  
Phone: (208) 745-7704 – Fax: (208) 745-7707

To Whom It May Concern:

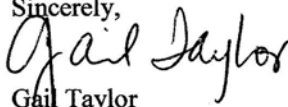
I am writing this letter of recommendation for Esther Henry who is an English teacher at Rigby High School. I have worked with Ms. Henry for seven years and know her to be an excellent teacher who is knowledgeable in her subject area. She has a Masters in Teaching with Technology and has attended AP workshops for both English Language and Literature. Ms. Henry has helped proofread district grants that were submitted and approved. Her knowledge extends into her experience. She has served as a mentor for new teachers, was the chair of the last school accreditation committee in 1998, has been head of the English department for four years, and has been on many district committees for curriculum alignment, principal selection, and textbook adoptions. She is considered a leader in our school and district.

Esther has been a teacher for almost 23 years. She has a reputation in the school as an outstanding teacher. Ms. Henry loves her job and that love translates into learning in her classroom. As a teacher she gives concise instruction so students know exactly what to do. She has exceptional classroom management; students like and respect Ms. Henry, and they enjoy learning in her classroom.

Ms. Henry's organization skills are supreme. Any job she is given is done, done well, and done on time. Her willingness to use her time to help both faculty members and students is invaluable. Her desire to help students succeed compels her to organize her lesson plans and keep grades current. She is genuinely concerned about each student and the progress they are making.

Intelligent and respected, Ms. Henry works well with the other faculty members. She represents the high school faculty on a district Harmony Committee and has also been a local IEA representative for the school. She has worked many after school hours on behalf of her fellow teachers as a representative or advisor. She is always willing to help or do any task necessary.

I can sincerely recommend Ms. Henry for the position on the Professional Standards Commission. If you have any questions about Ms. Henry, feel free to call me at 745-1077 after 4:00.

Sincerely,  
  
Gail Taylor  
English Department Chair

"Motivating students to improve their lives through education"



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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Suzanne K. Kenny  
147 N. 4000 E.  
Rigby, Idaho 83442

February 18, 2008

Sherrri Wood, President  
Idaho Education Association  
PO Box 2638  
Boise, Idaho


President Wood,

*I would like to recommend Ms. Esther Henry for the position that is available on the Idaho Standards Commission. I have known Ms. Henry for 14 years and we have worked together in a variety of circumstances and I feel that I know her well.*

*Ms. Henry is by far one of the most dedicated educators that I know. She is diligent as a professional educator and leader. She is National Board Certified, has her MA in instruction and technology and she has been included in several editions of Who's Who among American Educators. But more important than this, is that she is an incredible teacher. I have seen her teach and interact with her students in positive and interacting ways. I have talked to students that have had her as a teacher and they all have said that she is fair, kind, diligent and firm. She believes in public education and believes in her students.*

*I have worked with Ms. Henry through our local association, the Jefferson County Education Association. She has led this association through very difficult situations and I never saw her be anything but professional and strong. Her code of ethics guides her in all that she does and this was demonstrated in many tense situations. Her code of ethics guides her teaching and her relationship with her colleagues. She has guided new teachers and experienced teachers look to her for direction and expertise.*

*I find Ms. Henry to be fair but will also stand up for what is right for educators. She will be nothing but a strong advocate for educators and she will be an asset on the PSC. She will be a leader on the Commission and they will soon learn of her abilities and will value her professionalism and credibility.*

Sincerely,  
  
Suzanne K. Kenny  
Board of Directors  
Idaho Education Association

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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**Lourene Wellman**

3770 E. 200 N.

Rigby, Idaho 83442

208-521-8376

- Career Objective      To obtain a position on the Professional Standards Committee
- Education              Western Governor's University (WGU 2005), Salt Lake City, Masters in Learning and Technology. Idaho State University, (1/1983-5/1989) obtained Bachelor of Arts degree with honors majored in secondary education with endorsements in Mathematics and Social Sciences. Have taken the following computer languages: Fortran, Pascal, Basic, and Visual Basic. Other computer skills include Microsoft Word, PowerPoint, Excel, Access, Power School Teacher, and Netscape. Have taken courses and learned how to operate scanners, digital cameras, computer aided overheads, and various PCs, received a technology certification from the State of Idaho in addition to the 65 college credit hours taken between receiving the Bachelor's degree and beginning the Master's degree. In 2004, I completed the Citizens' Law Academy, a public information program offered by the Idaho State Bar and the 7<sup>th</sup> District Bar Association. I worked 2 summers in the INEEL Teaming Teachers with Industry course offered by Lockheed Martin Idaho Technologies Company in 1999 & 2000.
- Teaching Exp.        Teaching secondary math at Rigby High School in Rigby, Idaho (1998-current). Previous experience includes Bonneville High School (1989), Ririe Junior/Senior High School (1990), District #91 Summer school (1994-6), substitute taught for 20 years within the Rigby school district #251, and private tutoring. Class teaching experience includes General Math, Pre-Algebra, Algebra I & II, Geometry, Pre-Calculus, World Geography, Reading, Writing with Technology, Statistics (dual enrollment), and Trigonometry.
- Other work  
Exp.                      Managed a rental house for 20 years. Worked at ZCMI as a sales associate dealing with customers, handling the till, filling and accounting for customer orders, returns, voids, sales, and promotions for 3 years. Coached scholastic bowl teams and math counts teams and National Honor Society.
- Personal                Enjoy a personal home computer, finding information on the internet, gardening, sewing, hiking, horseback riding, dancing, bicycling, playing piano, and listening to music. I am married and have 6 children, one in High School and the others have graduated.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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## Rigby High School

290 North 3800 East  
Rigby, Idaho 83442  
Phone: (208) 745-7704  
Fax: (208) 745-7707

February 28, 2007

Dear Idaho Education Association Leaders,

I am writing this letter on behalf of Lourene Wellman pursuant to her application for a seat on the Idaho Professional Standards Commission. I have served as a colleague of Lourene's for the past two and a half years; I as the Principal at Rigby High School and she as a math teacher at our school.

Along with being an excellent teacher, I have always been impressed with the fact that Mrs. Wellman exhibits a solid analytical and critical mind. It has been manifest, particularly in department meetings, that Lourene has the ability to think deeply upon matters and voice her views, ideas and concerns in a precise, succinct and professional manner. I also believe that Lourene has the personal courage to challenge the status quo and look at matters from new perspectives, a trait that I highly regard and one which I like people on our staff to have, for as George S. Patton said, "If everybody is thinking alike, then somebody isn't thinking."

I believe another indication of Mrs. Wellman's knowledge of the art of teaching is her mentoring and supervision of student teachers. She is currently working with a student teacher and things are going very well. Lourene has the experience, knowledge and background to know what makes for, not only effective, but exemplary classroom instruction.

Due to her experience, expertise and analytical skills, I heartily recommend that the I.E.A. give Mrs. Wellman all due consideration for an appointment to the Idaho Professional Standards Commission, for I believe much consideration is due her. Thanks for your consideration of this most worthy candidate.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Neish', written over a horizontal line.

Dr. Mark A. Neish  
Principal

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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**Rigby High School**

290 North 3800 East  
Rigby, Idaho 83442

February 26, 2007 Phone: (208) 745-7704 – Fax: (208) 745-7707

To Whom it May Concern:

I would like to recommend Mrs. Lourene Wellman for your consideration. I have worked with Mrs. Wellman for several years and have known her to be an excellent teacher and a wonderful person. She is energetic and enthusiastic. Her excitement for her subject instills a desire for accomplishment in her students. She strives to make her classes interesting and fun while challenging her students to accomplish much more than they would without her direction.

Lourene goes the extra mile for her students in her attempts to reward them for their progress and to stimulate their interest in Mathematics. She is a considerate, caring lady who treats her students and fellow workers with courtesy and respect. She is genuinely interested in helping her students overcome difficulties that may be affecting their performance in her classroom. She is always willing to spend extra time with students when they require it.

Lourene has many professional qualifications for the position she seeks. She has worked to achieve her Master's degree and has served on several professional committees. She has also been active in community affairs. I'm certain she will be an asset to your committee.

Thank you for considering Mrs. Lourene Wellman.

Sincerely,



Mrs. Pat Waddell, Chair  
Department of Mathematics  
Rigby High School  
Rigby, ID 83442  
Pwaddell@d251.k12.id.us

"Motivating students to improve their lives through education"

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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**Rigby High School**

290 North 3800 East

Rigby, Idaho 83442

Phone: (208) 745-7704 – Fax: (208) 745-7707

February 23, 2007

To Whom It May Concern:

It is a pleasure for me to write a letter of recommendation for Lourene Anawalt as she applies to be a member of the Professional Standards Commission. Mrs. Wellman has been a math teacher at Rigby High School for the last nine years. During that time, I have supervised her teaching several times and know her to be an outstanding teacher of the highest professionalism and integrity.

Lourene has had a variety of professional experiences. She is a member of the Idaho and the National Council of Teachers of Mathematics and is currently serving as a state committee member. Here at Rigby High School, she has served as the Scholastic Bowl Coach, Math Counts Coach and as an advisor to the National Honor Society. Currently, she is a member of the regional emergency response team for regional and state emergencies. In 1980 she served as a 4-H teacher, and from 1980 to 1995 as a teacher/leader of a local church youth group.

As a former high school principal, I have worked with the Professional Standards Commission and have a basic understanding of what is required. Lourene is a hard-working professional who would be an outstanding member of that commission. I highly recommend her to you.

Sincerely,



Grant J. Hansen  
Assistant Principal

Trojans

"Motivating students to improve their lives through education"

**STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009**

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**Jean Robinson**

**Current Vitae**

(Home) 3508 Moccasin Road  
Coeur d'Alene, Idaho 83815

(School) Coeur d'Alene Charter Academy  
4904 Duncan Drive  
Coeur d'Alene, Idaho 83815

**Employment History**

2000-present	Earth and Life Science Teacher	Coeur d'Alene Charter Academy
2003-present	Facilitator	JASON Project
1995-present	Facilitator	Project WET Idaho
1988-1999	Earth and Life Science Teacher	Pocatello, Idaho

**Education History**

1996	Master of Natural Science	Idaho State University
1985	Bachelor of Arts in Education	Idaho State University
1985	Bachelor of Arts in Geology	Idaho State University

**Teaching Activities**

1995-present	Adjunct Instructor, Idaho State University	
2000-present	Adjunct instructor, University of Idaho	
2005-present	Coach, Middle School Science	Coeur d'Alene Charter Academy
	Bowl Coach	
2004-present	Member, JASON Teacher Advisory Council	
2004-present	Facilitator, JASON Project	
1995-present	Facilitator, Project WET Idaho	
2000	Facilitator Idaho Virtual Campus	Idaho State University

**Other Activities**

2007-present	Region I Representative, Board of Directors, Idaho Science Teachers Association
2005	JASON Project Argonaut Mysteries of Earth and Mars
2000-2005	Idaho State Department of Education Curricular Materials Selection Committee
2007-present	Education Liaison Idaho Seismic Risk Assessment Team
2001-present	Presenter at Idaho Science Teachers Association annual meetings
2006-2008	Regional Secretary Northwest Middle School Science Bowl
1995	Field Scout Project WET

**Awards**

2006	Runner-up JASON/National Geographic Hilda Taylor Award for Exemplary Teaching
2002	Who's Who Among American Teachers nomination
2000	Simplot Outstanding Teacher nominee
1996	Who's Who Among American Teachers

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**STATE DEPARTMENT OF EDUCATION  
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**Daylene R. Petersen**

1224 W Orchard Avenue, Nampa, ID 83651    208-463-7504    [daypeters@msn.com](mailto:daypeters@msn.com)

**EDUCATION**

M.A. Art Education 2004  
Boise State University, Boise, ID  
B.A. Home Economics Education 1971  
Northwest Nazarene University, Nampa, ID  
Post-graduate courses 2004-2008  
University of Idaho, Moscow, ID  
Northwest Nazarene University, Nampa, ID

**CREDENTIALS**

State of Idaho Teaching Certificate 1971-2011  
Standard Family & Consumer Science 6-12  
Standard Art K-12

**EXPERIENCE**

2006-present	Teacher, Art Specialist grades K-12 Idaho Arts Charter School	Nampa, ID
2006-2007	Adjunct Faculty University of Idaho	Caldwell, ID
1998-2006	Teacher: Family & Consumer Science, Art, and Health Prof/Tech. Coordinator, Notus High School	Notus, ID
1992-1998	Church Administrator, Canyon Hill Nazarene Church	Caldwell, ID
1991-1992	Latch-key Coordinator & Lead Teacher, Lincoln School	Caldwell, ID
1974-1978	Extension Home Economics Educator, University of Idaho	Canyon County, ID
1971-1973	Extension Home Economics Educator, University of Idaho	Payette County, ID
1971	Home Economics Teacher, Nampa Christian High School	Nampa, ID

**PROFESSIONAL INVOLVEMENT**

2006-2009	Northwest Professional Educators
2004-2006	Idaho Administrators: Project Leadership Fifth Cohort
2005-2006	PTE Curriculum Integration Academy Treasure Valley
1998-2006	Idaho Education Association
1998-2007	Career & Technical Educators of Idaho
1998-2006	Idaho Association of Family & Consumer Sciences
1989-2009	Trinity Pines Camp & Conference Center Board of Directors

**PUBLICATIONS**

1979	University of Idaho Extension Info Series	<i>Making Sausage at Home</i>
2004	School Arts Magazine	February <i>Quilt Blocks Teach Diversity</i>

**SKILLS**

- Organize and execute youth and adult curriculum and programs
- Ability to attend to detail and thoroughness



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- Maintain good working relationship with youth and adults in both volunteer and professional levels
- Ability to write and administer grants and cooperate on grant teams
- Collaborates on state and local curriculum development teams

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**SUBJECT**

Idaho Special Education Manual

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-116, 33-2002, Idaho Code  
20 U.S.C. 1411-1419; 34 CFR 300,100-300.174, Individuals with Disabilities Education Act (IDEA)

**BACKGROUND/DISCUSSION**

The Individuals with Disabilities Education Act (IDEA) requires that states and districts establish policies, procedures and criteria for special education consistent with the federal regulations – in accordance Idaho developed the Special Education Manual for this function and purpose. IDEA also requires that each state establish eligibility criteria for special education services. Idaho's evaluation and eligibility requirements are included in the Manual. One of the groups that provides technical assistance to Idaho related to Special Education has recommended that the Manual be reviewed and officially adopted by the Idaho State Board of Education. The state's application for the IDEA grant requires that the state give assurances related to policies and procedures and having the State Board of Education approve and adopt the Manual officially as the policies and procedures will further strengthen these assurances. The Manual has recently been updated as regulations have changed; districts have needed more clarity and direction on certain items; and to address clerical issues. A number of stakeholders have been included and consulted in updating the Manual including, state staff, regional consultants, and district special education directors and staff. Any revisions made to the Manual in the future will be brought to the Board for approval.

The Manual is designed to help districts and schools understand the provisions of IDEA and meet the guidelines contain within the law. To receive federal funds available under the IDEA, districts must adopt and implement appropriate special education policies and procedures which must be approved by the State Department of Education consistent with state and federal laws, rules, regulations, and legal requirements. The manual contains a sample set of approved policies and procedures that school district boards of trustees may adopt if they choose to do so. In addition to guidance, policies and procedures, the manual includes documents and forms covering different aspects of special education.

The Manual is made available through CD and hard copy when requested. It is also made available for the public through the State Department of Education website.

**IMPACT**

There is no fiscal impact. Districts in Idaho already adhere to the Idaho Special Education Manual and adopt it as policy through local board action.

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**ATTACHMENTS**

Attachment 1 –Idaho Special Education Manual

Page 3

**BOARD ACTION**

A motion to adopt the Idaho Special Education Manual as Idaho's policies, procedures for special education.

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

# *IDAHO SPECIAL EDUCATION MANUAL 2007*

Division of Student Achievement  
and School Accountability  
Idaho State Department of Education



Tom Luna  
Superintendent of Public Instruction

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Nondiscrimination Clause

Federal law prohibits discrimination on the basis of race, color, religion, sex, national origin, age, or disability in any educational programs or activities receiving federal financial assistance. (Title VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.)

It is the policy of the Idaho State Department of Education not to discriminate in any educational programs or activities, or in employment practices.

Inquiries regarding compliance with this nondiscriminatory policy may be directed to Tom Luna, State Superintendent of Public Instruction, P.O. Box 83720, Boise, Idaho 83720-0027, (208) 332-6800, or to the Director, Office of Civil Rights, Department of Education, Washington, D.C.

This document was developed and printed by the Idaho State Department of Education using grant funds from the Individuals with Disabilities Act, PR/Award #H027A030088.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720  
BOISE, IDAHO 83720-0027

TOM LUNA  
STATE SUPERINTENDENT  
PUBLIC INSTRUCTION

**INTRODUCTION**

A message from Superintendent Tom Luna:

One of the most important things we do at the state Department of Education is support the work done at the local level by our teachers, administrators and other school staff. We offer that support by providing technical expertise and assistance in a variety of areas.

The *Idaho Special Education Manual, 2007*, is designed to help you understand the provisions of the Individuals with Disabilities Education Improvement Act and meet the guidelines contained within the law. To receive federal funds available under the IDEA, districts must adopt and implement appropriate special education policies and procedures. Those policies and procedures must be approved by the State Department of Education (SDE) consistent with state and federal laws, rules, regulations, and legal requirements.

To help you, this manual contains a sample set of approved policies and procedures that boards of trustees may adopt if they choose to do so. The appendices in this manual are meant to clarify and assist you in adopting policies; they should not be viewed or adopted as policies in and of themselves.

To the extent possible, we try to make the process of understanding state and federal regulations as easy as possible. If you have questions or comments about this manual or any service offered by the department, I hope you will take the time to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Luna".

Tom Luna  
Superintendent of Public Instruction

---

Office Location  
650 West State Street

Telephone  
208-332-6800

Speech/Hearing Impaired  
1-800-377-3529

FAX  
208-334-2228

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On August 14, 2006, the Individuals with Disabilities Improvement Act of 2004 (IDEA 2004) was signed into law. The State Department of Education (SDE) established a task force to review, revise, and update this Manual. Manual Task Force members served with distinction and volunteered their time to discuss and intensely debate issues and make thoughtful recommendations and decisions to develop this user-friendly manual.

Task force members included the following:

Larry Streeter, Chairman  
Dispute Resolution Coordinator  
State Department of Education

SDE Southeast Regional Consultant  
Idaho State University

Ellie Atkinson  
Special Education Supervisor  
Independent District of Boise City #1

Paul Epperson  
Contracted Complaint Investigator,  
Mediator, and IEP Facilitator  
State Department of Education

Beverly Bengé  
SDE North Regional Consultant  
University of Idaho CDA Center

Dina Flores-Brewer  
Chair, Special Education Advisory Panel  
Staff Attorney, Co-Ad, Inc.

Mary Bostick  
Special Education Supervisor  
State Department of Education

Vickie Green  
SDE North Regional Consultant  
University of Idaho

Alyssa Carter  
Director of Special Services  
Kuna Joint District #3

Mark Gunning  
Parent Ed. Coordinator  
Idaho Parents Unlimited

Robin Carter  
SDE Southwest Regional Consultant  
Boise State University

Russ Hammond  
Personnel Development Coordinator  
State Department of Education

Liz Compton  
SDE Southwest Regional Consultant  
Boise State University

Gina Hemenway  
Teacher of the Visually Impaired and  
Mobility Specialist  
Independent District of Boise City #1

JoAnn Curtis  
Special Education Director  
Post Falls District #273

Richard Henderson  
SDE Southeast Regional Consultant  
Idaho State University

Beth Eloë-Reep

STATE DEPARTMENT OF EDUCATION  
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Acknowledgments

---

Mont Hibbard  
Consultant  
Mont Hibbard Consulting

Annette Schwab  
Administrative Assistant  
State Department of Education

Frank Howe  
SDE Southeast Regional Consultant  
Idaho State University

Debbie Smith  
SDE Southwest Regional Consultant  
Boise State University

Jacque Hyatt  
Co-Director, Special Education  
State Department of Education

Lynda Steenrod  
Director of Special Services  
Pocatello/Chubbuck School District #25

Mark Kuskie  
Data Coordinator  
State Department of Education

Jean Taylor  
Co-Director, Special Education  
State Department of Education

Deborah Lund  
Director of Special Education  
Jefferson School District #251

Dr. Tom Trotter  
Director of Special Services  
Coeur d'Alene School District #271

Rene Rohrer  
Monitoring Coordinator  
State Department of Education

Marybeth Wells  
Early Childhood Coordinator  
State Department of Education

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**Dr. Valerie Schorzman, William Elvey, Lester Wyer, Bonnie Steiner-Leavitt, Misty Knuchell, and Cheryl Kary.**

Acronyms and Abbreviations

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**ACRONYMS AND ABBREVIATIONS**

Section 504	Section 504 of the Rehabilitation Act of 1973
ABS	American Association on Mental Retardation Adaptive Behavior Scale
ADA	Americans with Disabilities Act
A.D.A.	Average Daily Attendance
ADD	Attention Deficit Disorder
ADHD	Attention Deficit Hyperactivity Disorder
ADR	Alternative Dispute Resolution
APR	Annual Performance Report
ASD	Autism Spectrum Disorder
ASHA	American Speech/Language Hearing Association
AT	Assistive Technology
ATRC	Assistive Technology Resource Center
AU	Autism
AYP	Adequate Yearly Progress
BIP	Behavioral Intervention Plan
CALP	Cognitive Academic Language Proficiency
CAP	Corrective Action Plan
CBM	Curriculum-Based Measurement
CDC	Child Development Center
CEC	Council for Exceptional Children
C.F.R.	Code of Federal Regulations
CI	Cognitive Impairment
CIP	Continuous Improvement Plan
CLD	Culturally or Linguistically Diverse
Co-Ad	Comprehensive Advocacy, Inc.
CS	Consultant Specialist (ends June 30, 2006)
DB	Deaf-Blindness
DD	Developmental Delay
DDA	Developmental Disabilities Agency
DHW	Department of Health and Welfare
DJC	Department of Juvenile Corrections
DMA	Direct Math Assessment
DOC	Department of Correction
DP	Due Process
DSM	Diagnostic Services Manual
DWA	Direct Writing Assessment
ECR	Early Complaint Resolution
ECSE	Early Childhood Special Education
ED	Emotional Disturbance
ENT	Ear, Nose and Throat
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
ESY	Extended School Year

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Acronyms and Abbreviations

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FAE	Fetal Alcohol Effect
FAPE	Free and Appropriate Public Education
FAS	Fetal Alcohol Syndrome
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GED	General Education Development
GEPA	General Education Provisions Act
GPA	Grade Point Average
GRPA	Government Performance Review Act
G/T	Gifted/Talented
HI	Health Impairment
HH	Hard of Hearing
HOUSSE	Highly Objective Uniform State Standard of Evaluation
IAA	Idaho Alternate Assessment
IAES	Interim Alternative Educational Setting
IASA	Improving America's School Act
IATP	Idaho Assistive Technology Project
IBEDS	Idaho Board of Education Data System
IBI	Intensive Behavioral Interventions
IC	Idaho Code
IDAPA	Idaho Administrative Procedures Act
IELS	Idaho Early Learning Standards
IDEA 2004	Individuals with Disabilities Education Improvement Act 2004
IDELR	Individuals with Disabilities Education Law Report
IDVR	Idaho Division of Vocational Rehabilitation
IEE	Independent Educational Evaluation
IELS	Idaho Early Learning Standards
IEP	Individual Education Program
IFSP	Individual Family Services Plan
IN	Individual (Medicaid Service Code)
IPUL	Idaho Parents Unlimited, Inc.
IQ	Intelligence Quotient
IRI	Idaho Reading Indicator
ISAT	Idaho Standards Achievement Test
ISBOE	Idaho State Board of Education
ISDB	Idaho School for the Deaf and Blind
ISEAP	Idaho Special Education Advisory Panel
ITC	Idaho Training Clearinghouse
ITP	Infant and Toddler Program
JDC	Juvenile Detention Center
LD	Learning Disability
LEA	Local Education Agency
LEP	Limited English Proficiency
LI	Language Impairment
LD	Learning Disability

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Acronyms and Abbreviations

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LG	Large Group, 3 or more (Medicaid Service Code)
LOA	Letter of Authorization (ends June 30, 2006)
LRE	Least Restrictive Environment
MD	Multiple Disabilities
MDT	Multidisciplinary Team
NAEP	National Assessment of Educational Progress
NCLB	No Child Left Behind Act
O & M	Orientation and Mobility
OCR	Office of Civil Rights
OI	Orthopedic Impairment
OMB	Federal Office of Management and Budget
OSEP	Office of Special Education Programs
OSERS	Office of Special Education and Rehabilitation Services
OT	Occupational Therapy
PBIS	Positive Behavioral Interventions and Supports
PBS	Positive Behavioral Supports
PERC	Parent Education Resource Center
PGI	Performance Goals and Indicators
PIR	Plan for Improving Results
PLOP	Present Levels of Performance
PSR	Psycho-Social Rehabilitation
PT	Physical Therapy
PTI	Parent Training and Information Center
PWN	Prior Written Notice
RTI	Response to Intervention
SBI	Serious Bodily Injury
SBE	State Board of Education
SBR	Scientifically-Based Research
SD	Standard Deviation
SDE	State Department of Education
SEA	State Education Agency
SEAP	Special Education Advisory Panel
SG	Small Group, 2 (Medicaid Service Code)
SI	Speech Impairment
SIG	State Improvement Grant
SLP	Speech-Language Pathologist
SOP	Summary of Performance (secondary)
SP	Services Plan
SPP	State Performance Plan
SS	Standard Score
TBI	Traumatic Brain Injury
VI	Visual Impairment
VI B	Entitlement dollars that are allocated to a state based on the number of children with disabilities that are reported to OSEP.

Acronyms and Abbreviations

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## GLOSSARY

**Academic achievement.** A student's level of performance in basic school subjects, measured either formally or informally.

**Accommodation.** Changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results.

**Adaptation.** Changes to curriculum, instruction, or assessments that fundamentally alter the requirements, but that enable a student with an impairment that significantly impacts performance an opportunity to participate. Adaptations include strategies such as reading the reading portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations invalidate assessment results and provide noncomparable results.

**Adaptive behavior.** Behavior that displays an age-appropriate level of self-sufficiency and social responsibility which includes the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, direction, functional academic skills, work, leisure, health, or safety.

**Adverse Educational Impact.** Any harmful or unfavorable influence that a disability has on a student's educational performance in academic (reading, math, communication, etc.) or non-academic areas (daily life activities, mobility, pre-vocational and vocational skills, social adaptation, self-help skills, etc.)

**Adult student.** A student with a disability, age 18 or older, to whom rights have transferred under the IDEA 2004 and Idaho Code.

**Age-appropriate activities.** Activities that typically-developing children of the same age would be performing or would have achieved.

**Age of majority.** The age at which, by law, a child assumes the responsibilities of an adult. In Idaho, the age of majority is 18.

**Aggregated data.** Information that is considered as a whole. In this manual, the term refers to collective data on all students, including students with disabilities.

**Alternate assessment.** A specific assessment, developed by the state in lieu of statewide assessments or by the district in lieu of districtwide assessments, designed to measure functional skills within the same domains required by the regular statewide or

Glossary

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districtwide assessments. It is designed for students who are unable to demonstrate progress in the typical manner and who meet the state-established criteria.

**Alternative Authorization/Teacher to New Certification.** One of the State Board of Education's alternative routes to teacher certification as outlined in the Idaho Certification Manual distributed by the Idaho State Department of Education. Effective July 1, 2006.

**Alternative or supplementary curriculum.** Curriculum not based on or drawn directly from the general education curriculum.

**Alternative school.** A public school placement option that may be utilized for students who are not succeeding in the traditional school environment but may benefit through the use of modified curriculum or flexible programming.

**Articulation.** The ability to speak distinctly and connectedly.

**Articulation disorder.** Incorrect productions of speech sounds, including omissions, distortions, substitutions and/or additions that may interfere with intelligibility.

**Assessment.** The formal or informal process of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. It is an integral component of the evaluation process. A test is one method of obtaining credible new information within the assessment process. Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations and adaptations and interventions, and other formal or informal data.

**Assistive technology device.** Any item, piece of equipment, or product system whether acquired commercially, off a shelf, modified, or customized that is used to increase, maintain, or improve the functional capabilities of a student with a disability. Excludes surgically implanted medical devices.

**Assistive technology service.** Any service that directly assists a student with a disability with the assessment, selection, acquisition, or use of an assistive technology device.

**Attention deficit disorder (ADD).** A biologically based mental disorder that has these typical characteristics: short attention span; distractive behavior; difficulty following directions and staying on task; and an inability to focus behavior. The disorder compromises many skills needed for academic success, including starting, following through with, and completing tasks; moving from task to task; and following directions.

**Attention deficit hyperactivity disorder (ADHD).** A biologically based mental disorder in which a person has inappropriate degrees of inattention, impulsiveness and hyperactivity.

Glossary

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**Audiologist.** A licensed health care professional who diagnoses hearing loss and selects and fits hearing aids.

**Autism.** An IDEA 2004 disability category in which a developmental disability, generally evident before age 3, significantly affects verbal and nonverbal communication skills and social interactions and adversely affects educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

**Behavioral intervention plan (BIP).** A plan comprising practical and specific strategies designed to increase or reduce a definable behavior. These strategies address preventative techniques, teaching replacement behaviors, how to respond or resolve behaviors, and crisis management, if necessary.

**Benchmark.** A major milestone which describes the progress the student is expected to make toward annual goals within a specified period of time. Similar to an objective.

**Braille.** A tactile system of reading and writing, used by students who are blind or visually impaired, with an official code composed of Braille characters or cells that consist of various patterns of raised dots that correspond to alphabetic letters, punctuation marks and other symbols.

**Business day.** A workday (Monday through Friday) except for federal and state holidays, unless specifically included.

**Case manager.** A member of the evaluation and/or IEP team (usually the special education teacher) who is designated to perform administrative functions for the team, including: (1) setting up meetings; (2) ensuring appropriate forms are completed; (3) ensuring timelines are met; and (4) notifying participants of the times and dates of meetings.

**Change of placement.** Removal of a child with a disability from the child's current educational placement. When the removal is for disciplinary purposes, regulations apply, 34 CFR §300.536.

**Change of placement for disciplinary reasons.** A removal from the current educational placement for more than 10 consecutive school days or a series of removals that constitute a pattern when they total more than 10 school days in a school year. Factors such as the length of the removal, the proximity of the removals to one another, and the total amount of time the student is removed are indicators of a pattern.

**Charter School within a District.** A publicly funded, nonprofit, nonsectarian public school that is created by a formal agreement (charter) between a group of individuals and the board of trustees of the local school district and operates independently within the district. It is governed by the conditions of its approved charter and federal and state laws. It is the

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responsibility of the local district to ensure that students attending such charter schools receive appropriate services as required by IDEA 2004, section 504 and the ADA.

**Charter School LEA.** A publicly funded, nonprofit, nonsectarian public school that operates as its own local education agency or district. Charter LEAs do not have an agreement with the local school district within whose boundaries they operate. Charter LEAs must be authorized by the Idaho Public Charter School Commission and are required to provide services in accordance with IDEA 2004, section 504 and the ADA.

**Child.** An individual who has not attained age 18.

**Child Find.** A process to locate, identify, and evaluate students who reside in the district and may be in need of special education.

**Civil action.** A judicial action that any party who is aggrieved by the final decision of a due process hearing officer may bring in either a federal district court or a state court of competent jurisdiction (as designated by the state).

**Cognitive Academic Language Proficiency (CALP).** A test to determine a student's appropriate language dominance/usage.

**Cognitive impairment.** An IDEA 2004 disability category in which subaverage intellectual functioning exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period and adversely affect the student's educational performance. The term "mental retardation" was previously used to refer to this condition.

**Comparable benefit.** The IDEA 2004 requirement that obligates districts to ensure that private school students with disabilities receive benefits that are comparable in quality, scope, and opportunity for participation in special education services funded by the IDEA 2004 to those students with disabilities enrolled in public schools.

**Compensatory education.** Educational services which are above and beyond those normally due a student under his or her state's education law. The principle is acknowledged by most courts that have considered the issue to be an appropriate remedy when a student has been denied free appropriate public education.

**Compensatory remedy.** A judicial order or administrative action intended to redress a violation of the rights of a student with a disability who has suffered a loss as a result of the wrongful or negligent act of another and to restore the student to the position he or she would have been in if the wrongful or negligent act had not occurred. The remedy may include the award of monetary reimbursement or other corrective actions as appropriate to the needs of the student.

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**Complaint.** A formal written statement submitted to the Idaho State Department of Education by an individual or organization that contains one or more allegations and the facts on which the statement is based that a district or agency has violated a requirement of Part B of the IDEA 2004.

**Consensus.** Has two common meanings.

- (1) A general agreement among the members of a given group or community, each of which exercises some discretion in decision making and follow-up action.
- (2) A decision-making process that not only seeks the agreement of most participants, but also to resolve or mitigate the objections of the minority to achieve the most agreeable decision.

Consensus is usually defined as meaning both: a) general agreement, and b) the process of getting to such agreement. Consensus decision-making is thus concerned primarily with that process.

**Consent.** Voluntary, written approval of a proposed activity, as indicated by a parent/adult student signature. The parent/adult student must be fully informed in his or her native language or other mode of communication and must understand all information relevant to the activity to make a rational decision.

**Conservator.** A person appointed by the court to handle financial decisions for a person who is incapacitated or debilitated. In Idaho the conservator has all of the powers conferred in Idaho Statute 15-5-424 and any additional powers conferred by law on trustees in this state. In addition, a conservator of the estate of an unmarried minor under the age of eighteen (18) years, as to whom no one has parental rights, has the duties and powers of a guardian of a minor described in section 15-5-209 of this code until the minor attains the age of eighteen (18) or marries, but the parental rights so conferred on a conservator do not preclude appointment of a guardian as provided by part 2 of this chapter. Idaho Statute 15-5-424

**Consultant Specialist (CS).** The SDE may issue a Consultant Specialist letter of approval to use a highly and uniquely qualified individual in an educational position that normally requires formal certification. This provision expires June 30, 2006.

**Controlled substance.** Any drug so designated by law whose availability is restricted; i.e., so designated by federal Controlled Substances Acts. Included in such classifications are narcotics, stimulants, depressants, hallucinogens, and marijuana.

**Core Academic Subjects.** These include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography under the ESEA (NCLB).

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- Corrective Action Plan (CAP).** A plan that orders a district as a result of an IDEA 2004 complaint to take corrective actions to resolve legal deficiency as found by the SDE.
- Critical life skill.** Skills that lead to independent functioning. Development of these skills can lead to reduced dependency on future caretakers and enhance students' integration with nondisabled individuals. Skills may include such things as toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.
- Dangerous weapon.** A weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.
- Data-based decision making.** The collecting of information that can be charted or graphed to document performance over time followed by an analysis of the information to determine needed changes in policies, programs, or procedures.
- Day.** Refers to a calendar day unless otherwise indicated as a business or school day.
- Deaf-blindness.** An IDEA 2004 disability category in which a student demonstrates hearing and visual impairments, and where the combination of these two disabilities causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.
- Deafness.** An IDEA 2004 disability category in which a hearing impairment is so severe that the student, with or without amplification, is limited in processing linguistic information through hearing, which adversely affects educational performance.
- Detained youth.** Anyone aged 3 through 21 who is being held for a crime regardless of whether or not that person has appeared before the court.
- Developmental achievement.** Gains a student makes which follow the pedagogic theory that all children learn in the same basic way and in the same sequence, although at different rates.
- Developmental delay.** An IDEA 2004 disability category used only for students ages 3 through 9 for whom a significant delay exists in one or more of the following skill areas: receptive/expressive language; cognitive abilities; gross/fine motor functioning; social/emotional development; or self-help/adaptive functioning. The use of this category is optional for districts.
- Disaggregated data.** Information that is reported and/or considered separately on the basis of a particular characteristic. In this manual, the term refers to data on special education

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students as a group that is reported and/or considered separately from the same data on all students in a school, district, or state.

**Discipline.** A set of rules or techniques designed by a district for the purpose of minimizing disruption and promoting positive interaction.

**Disclosure.** The access to or the release, transfer or other communication of education records, or personally identifiable information contained in these records by oral, written, electronic, or other means.

**Discrepancy formula.** A method of determining the difference between a student's expected level of academic achievement and intellectual ability used to establish eligibility for special education under the category of learning disability.

**Disproportionality.** A disparity or inequality. In this manual, the term refers to a statistical range of data where students of a specific race or ethnicity are identified in either greater or fewer numbers than expected when compared to the representation of that race or ethnicity within the general school population. The areas addressed in the IDEA 2004 are: (1) identification as a student with a disability; (2) identifications a student with a specific category of disability; and (3) placement in a particular educational setting.

**Dropout.** A student who has left an education system before completion of requirements and is not known to be enrolled in any other educational program.

**Dual enrollment.** A child of school age who is enrolled in a nonpublic school or a public charter school and enrolled in a public school to participate in public school programs and activities, Idaho Statue 33-203.

**Due process hearing.** An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes on any matter related to identification, evaluation, educational placement, or the provision of a free appropriate public education.

**Early Intervening Services.** Services for students who need additional academic and behavioral support to succeed in a general education environment. These students have not been identified as having a disability.

**Education record.** A student's record maintained by an educational agency or institution, or by a party acting for the agency or institution, which may include, but is not limited to print, handwriting, computer media, video or audio tape, film, microfilm, and microfiche, but is not within the exceptions set out in FERPA.

**Educational services agency, other public institution or agencies.** (1) An educational service agency, as defined in 34 CFR §300.12; and (2) Any other public institution or agency having administrative control and direction of a public elementary school or secondary

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school, including a public nonprofit charter school that is established as an LEA under State law.

**Elementary school.** The term 'elementary school' means a nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under State law, 34 CFR §300.13. An elementary school includes a grade configuration of grades one (1) through eight (8) inclusive, or any combination thereof, Idaho Code 33-119.

**Emotional disturbance.** An IDEA 2004 disability category in which a student has a condition exhibiting one or more of five behavioral or emotional characteristics over a long period of time, and to a marked degree, that adversely affects educational performance. The term *does not* include students who are socially maladjusted unless it is determined they have an emotional disturbance. The term emotional disturbance *does* include students who are diagnosed with schizophrenia.

**Essential Components of Reading Instruction.** The term means explicit and systematic instruction in (a) phonemic awareness, (b) phonics, (c) vocabulary development, (d) reading fluency, including oral reading skills, and (e) reading comprehension strategies.

**Evaluation.** A term that means using all required procedures to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs.

**Evaluation team.** A group of people, including the parent/adult student, charged with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the IEP team (although not necessarily the same individuals) and other qualified professionals as appropriate. The evaluation team may conduct its business with or without a meeting. However, if requested by the parent/adult student, a team meeting will be held.

**Expedited due process hearing.** An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes concerning discipline for which shortened timelines are in effect in accordance with the IDEA 2004.

**Expulsion.** Removal of a student from school for an extended period of time. For general education students, services usually cease during an expulsion.

**Extended school year (ESY).** A program to provide special education and related services to an eligible student with a disability beyond the conventional number of instructional days in a school year and at no cost to the parents. An ESY program must be based on an IEP team decision and meet Idaho standards.

**Extracurricular activities.** Programs sponsored by a district that are not part of the required curriculum but are offered to further the interests and abilities of students.



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**FAPE (see Free Appropriate Public Education).**

**FERPA (see Family Educational Rights and Privacy Act).**

**Family Educational Rights and Privacy Act (FERPA).** A federal law protecting the privacy of students and parents by mandating that personally identifiable information about a student contained in education records must be kept confidential. FERPA also contains provisions for access to records by parents, students, staff, and others.

**Fluency disorder.** Stoppages in the flow of speech that are abnormally frequent and/or abnormally long. These interludes take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

**Free Appropriate Public Education (FAPE).** A basic IDEA 2004 requirement which states that special education and related services are provided at public expense (free); in conformity with an appropriately developed IEP (appropriate); under public supervision and direction (public); and include preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the State Department of Education (education).

**Functional achievement and performance.** Gains made by a student which include programming in community living, reading, communication, self-care, social skills, domestic maintenance, recreation, employment or vocational skills. Also called independent living skills.

**Functional behavioral assessment (FBA).** A systematic process for defining problem behavior and gathering medical, environmental, social, and instructional information that can be used to hypothesize about the function of student behavior.

**General education curriculum.** The curriculum that is designed for all students, usually consisting of a common core of subjects and curriculum areas adopted by a district that are aligned to the Idaho Achievement Standards or district standards. The general education curriculum is defined by either the Idaho Achievement Standards or the district content standards if they are as rigorous.

**General education interventions.** Educational interventions designed to address 95% of the students using the core and supplemental curriculum interventions. Such interventions use whole-school approaches, scientifically based programs, and positive behavior supports, including accommodations and instructional interventions conducted in the general education environment. These interventions may also include professional development for teachers and other staff to enable such personnel to deliver scientifically based literacy instruction and/or instruction on the use of adaptive and instructional software.

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**Goal.** A measurable statement that includes behavior, evaluation procedures and performance criteria and describes what the student is reasonably expected to accomplish from the specialized education program within the time covered by the IEP (generally one year).

**Graduation.** The point in time when a student meets the district requirements for receipt of a regular high school diploma.

**Guardianship.** A judicial determination under which a competent adult has the legal right and duty to deal with problems, make decisions, and give consent for an adult with a disability (at least 18 years of age) who cannot act on his or her own behalf. The court will specify the nature and scope of the guardian's authority.

**Gun-Free Schools Act.** Federal legislation enacted in 1994 requiring school districts and similar public agencies to adopt a policy generally requiring the expulsion from school for a period of not less than one year of any student determined to have brought a weapon to school, although permitting exceptions to be made on a case-by-case basis for students, including students with disabilities whose behavior is determined to be a manifestation of their disability.

**Health impairment.** An IDEA 2004 disability category in which a student exhibits limited strength, vitality or alertness, including heightened alertness to environmental stimuli that is due to chronic or acute health problems (such as asthma, ADD or ADHD, cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome and stroke) to such a degree that it adversely affects the student's educational performance.

**Health services.** See "School health services".

**Hearing impairment.** An IDEA 2004 disability category in which a student has a permanent or fluctuating hearing loss that adversely affects the student's educational performance but is not included under the category of deafness.

**Highly Objective Uniform State Standard of Evaluation (HOUSSE).** A rubric developed by the State Department of Education that can be used by a district as one way to determine if a teacher meets the federal definition of being "highly qualified" to teach in a given core academic subject and grade level designation.

**Highly Qualified.** The standard which personnel must possess with the appropriate certification, endorsement, licensure, coursework, training, skills and qualifications to provide educational services to students.

**High school.** A high school is any school that contains grade twelve (12). IDAPA 08.02.03 c.iii.

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**Homeless children and youth.** Children and youth who lack a fixed, regular, and adequate nighttime residence.

**Honig Injunction.** A court order to remove a special education student from school or current educational placement due to factors of dangerousness. Districts are required to continue with the provision of FAPE.

**Illegal use of drugs.** The unlawful use, possession or distribution of substances identified under the Controlled Substances Act, but does not include the use of a drug taken under supervision by a licensed health care professional.

**Independent educational evaluation (IEE).** One or more assessment(s) conducted by a qualified examiner(s) who is not employed by or contracted by the public agency or district responsible for the education of the student in question.

**Individualized Education Program (IEP).** A written document (developed collaboratively by parents and school personnel) which outlines the special education program for a student with a disability. This document is developed, reviewed and revised at an IEP meeting at least annually.

**Individualized Education Program (IEP) Team.** A team established by the IDEA 2004 and comprised of the student's general education teacher, a special education teacher, a district representative, parents, the student when appropriate, and other knowledgeable persons. The team is responsible for developing an IEP, determining placement, and reviewing and revising the student's IEP and placement at least annually.

**Individualized Family Service Plan (IFSP).** A written individualized plan for an infant or toddler with a disability that is developed by a multidisciplinary team, including the parents, reference Public Law 108-446, Section 636(C).

**Initial provision of service.** The first time that a child with a disability is provided special education services. This is also referred to as the "initial placement" and means the first time a parent is offered special education and related services for their child after an initial evaluation.

**In-lieu of transportation.** Alternate method of transporting students to and from school.

**In-school suspension.** A disciplinary technique, considered a less restrictive alternative to sending a student home, that involves excluding the student from the regular classroom and assigning him or her to a temporary location where students work and receive a minimum amount of privileges.

**Instructional intervention.** An action or strategy based on an individual student's problem that is designed to remedy, improve, or eliminate the identified problem.

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**Intensive Behavioral Intervention (IBI).** Individualized, comprehensive, proven interventions used on a short-term, one-to-one basis that produce measurable outcomes which diminish behaviors that interfere with the development and use of language and appropriate social interaction skills or broaden an otherwise severely restricted range of interest. Students who may be eligible for IBI display self-injurious, aggressive or severely maladaptive behavior and severe deficits in the areas of verbal and nonverbal communication, social interaction or leisure and play skills.

**Interagency agreement.** A written document that defines the coordination between the state and/or public/private agencies and/or districts with respect to the responsibilities of each party for providing and funding programs and services.

**Interim alternative educational setting (IAES).** The educational setting in which a district may place a student with a disability, for not more than 45 school days, if the student while at school, on school premises or at a school function carries a weapon or possesses a weapon; possesses, uses, sells or solicits the sale of drugs or controlled substances; or has inflicted serious bodily injury upon another person. An IAES may also be ordered by a due process hearing officer based upon evidence that maintaining the current placement is substantially likely to result in injury to the student or others.

**Interim IEP.** A short-term IEP with all the components of a standard IEP developed by the IEP team. It may be used for students transferring from other districts pending the development of the standard IEP.

**Interpreting services.** Oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print, and TypeWell; and special interpreting services for children who are deaf-blind. (34 CFR §300.34.4.i)

**Intervention Plan (I-Plan).** An individual intervention plan designed by a team to improve a student's academic performance or behavior through general education interventions. This plan must be documented, and include the development, implementation and monitoring of the plan.

**Itinerant specialist.** A teacher who normally travels and provides services to students in different schools or in the home or consults with teachers and administrators.

**Joint custody.** A court order awarding custody of a minor child to both parents and providing that physical and/or legal custody shall be shared by the parents.

**Joint legal custody.** A court order providing that the parents of a child are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of the child.

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**Joint physical custody.** A court order awarding each of the parents significant periods of time in which a child resides with or is under the care and supervision of each of the parents. The actual amount of time is determined by the court.

**Language impairment.** An IDEA 2004 disability category in which a delay or disorder exists in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems and which adversely affects the student's educational performance. A language impairment may involve any one or a combination of the following: the form of language (morphological and syntactic systems); the content of language (semantic systems); and/or the function of language in communication (pragmatic systems).

**Learning disability.** An IDEA 2004 disability category in which a specific disorder of one or more of the basic psychological processes involved in understanding or in using spoken or written language may manifest itself in an imperfect ability to listen, think, speak, read, write, spell or do mathematical calculations, adversely affecting the student's educational performance. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia and developmental aphasia. The term does not include a student who has needs that are primarily the result of visual, hearing, or motor disabilities; cognitive impairment; emotional disturbance; or environmental, cultural, or economic disadvantage.

**Least Restrictive Environment (LRE).** The IDEA 2004 requirement that students with disabilities, including those in public or private institutions or other care facilities, be educated with students who are nondisabled to the maximum extent appropriate.

**Limited English proficient (LEP).** Students from language backgrounds other than English who need language assistance services in their own language or in English in the schools and who meet one or more of the following conditions: (1) the student was born outside of the United States or his or her native language is not English; (2) the student comes from an environment where a language other than English is dominant; or (3) the student is American Indian or Alaskan Native and comes from an environment where a language other than English has had a significant impact on his or her level of English language proficiency. The student also has sufficient difficulty speaking, reading, writing, or understanding the English language to deny him or her the opportunity to learn successfully in English-only classrooms.

**Local Educational Agency (LEA).** A public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools.

**Manifestation determination.** A determination by the IEP team of whether or not the misconduct of a student with a disability was (1) a demonstration of the disability, that is,

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an inability to understand impact and consequences or an inability to control behavior; (2) the result of an inappropriate placement; and/or (3) the lack of provision of services consistent with the IEP and placement.

**McKinney-Vento Homeless Assistance Act.** This law is designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school. Under this program, state educational agencies (SEAs) must ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth.

**Mediation.** A voluntary, informal process in which an impartial third party mediator helps parents and district or agency personnel resolve a conflict. Mediation usually results in a written agreement that is mutually acceptable to both parties.

**Medicaid Services (School-Based).** Those related services, assessment and plan development for students receiving Medicaid which school districts may bill for reimbursement.

**Medical Services.** Medical services means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services, as defined in 34 CFR §300.34(c)(5).

**Middle school.** A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12).  
IDAPA 08.02.03 c.ii.

**Migrant Student.** A student of compulsory school attendance age who has not graduated from high school or completed a high school equivalency certificate and resides within a family that is composed of migrant fisher or agricultural workers. The student has moved within the preceding 36 months in order for the family to obtain or seek this type of temporary or seasonal employment that is a principal means of livelihood.

**Monitoring.** An activity conducted by the State Department of Education to review a school district's compliance with federal laws, regulations, and state rules.

**Multiple disabilities.** An IDEA 2004 disability category in which two or more impairments co-exist (excluding deaf-blindness), whose combination causes such severe educational problems that the student cannot be accommodated in special education services designed solely for one of the impairments. Multiple disabilities are generally lifelong, significantly interfere with independent functioning, and may necessitate environmental accommodations and adaptations to enable the student to participate in school and society.

**Native language.** The language or mode of communication normally used by an individual or, in the case of a student, the language normally used by the student's parents. In direct contact with a student, the native language would be the language or mode of

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communication normally used by the student and not the parents, if there is a difference between the two.

**New teacher.** A teacher who has less than one year of teaching experience.

**Nonpublic school.** An educational institution providing instruction outside a public school, including but not limited to a private school or home school.

**Nonpublic school student.** Any student who receives educational instruction outside a public school classroom, including but not limited to a private school or home school student.

**Nonprofit.** The term `nonprofit', as applied to a school, agency, organization, or institution, means a school, agency, organization, or institution owned and operated by 1 or more nonprofit corporations or associations no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual, Public Law 108-446, Section 602 (21).

**Nursing Services.** See "School health services"

**Objectives.** Measurable, intermediate steps that describe the progress the student is expected to make toward an annual goal in a specified amount of time; similar to a benchmark.

**Occupational therapist.** A professional licensed through the Bureau of Occupational Licenses who, in a school setting, is responsible for assessing fine motor skills, including student's use of hands and fingers and developing and implementing plans for improving related motor skills. The occupational therapist focuses on daily living skills such as eating, dressing, schoolwork, play, and leisure.

**Office of Special Education Programs (OSEP).** The branch of the Office of Special Education and Rehabilitative Services (OSERS) within the U.S. Department of Education which is responsible for administering programs relating to the free appropriate public education to all eligible beneficiaries.

**Orientation and mobility (O&M) services.** Services provided by qualified personnel to blind and visually impaired students to enable these students to attain systematic orientation to and safe movement within the home, school, and community, including teaching (1) spatial and environmental concepts and use of information received by the senses to establish, maintain, or regain orientation and line of travel; (2) use of the long white cane, or a service animal, as appropriate to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; (3) understanding and use of remaining vision and distance aids; and (4) other concepts, techniques, and tools.

**Orthopedic impairment.** An IDEA 2004 disability category that includes physical impairments that adversely affects a student's educational performance and are caused by congenital

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anomaly (e.g., clubfoot, absence of an appendage, etc.); disease (e.g., poliomyelitis, bone tuberculosis, etc.); or from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contracture).

**Paraprofessional.** A noncertified, nonlicensed individual who is employed by a district and who is appropriately trained and supervised in accordance with state standards to assist in the provision of special education and related services.

**Parent.** A biological, adoptive or foster parent, a legal guardian, a person acting as a parent, or a surrogate parent who has been appointed by the district. The term “acting as a parent” includes persons such as a grandparent or stepparent with whom the student lives as well as persons who are legally responsible for a student’s welfare. The term does not include state agency personnel if the student is a ward of the state. A foster parent may act as a parent if the biological parent’s authority to make education decisions on behalf of his or her child has been terminated by legal action and the foster parent meets the criteria outlined in Chapter 11.

**Parent and/or Adult student.**

- (1) A biological or adoptive parent of a child;
- (2) A foster parent who has lived with the child for 6 or more months;
- (3) A guardian generally authorized to act as the child’s parent, or authorized to make educational decisions for the child (but not the State if the child is a ward of the State);
- (4) An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child’s welfare; or
- (5) A surrogate parent who has been appointed by the school district. If the child is a ward of the state, the judge overseeing the child’s case may appoint the surrogate. The surrogate may not be an employee of the state or local education agency or any other agency that is involved in the education or care of the child, has no personal or professional interest which conflicts with the interest of the child, has knowledge and skills that ensure adequate representation of the child.

**Part B.** Part of the IDEA 2004 that relates to the assistance to states for the education of students with disabilities who are ages 3 through 21. Part B is administered by the State Department of Education and carried out by school districts and other public agencies.

**Part C.** Part of the IDEA 2004 that relates to the assistance to states for the education of children with disabilities and the early intervention programs for infants and toddlers, ages birth through 2, with disabilities. In Idaho, Part C is administered by the Department of Health and Welfare.

**Peer-reviewed research.** A higher level of non-biased research, which has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective and scientific review.



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**Personally identifiable information.** Includes but not limited to, student's name, name of parent or other family member, address of student or family, social security number, student number, list of personal characteristics that would make the student's identity easily traceable, or other information that would make it possible to identify the student with reasonable certainty.

**Phonology.** The process used in our language that has common elements (sound patterns) which affect different sounds.

**Phonology disorders.** Phonology disorders are errors involving phonemes, sound patterns and the rules governing their combinations.

**Physical therapist.** A professional licensed through the Bureau of Occupational Licenses who, in the school setting, assesses students' needs and provides interventions related to gross motor skills. In working with students with disabilities, the physical therapist provides treatment to increase muscle strength, mobility, endurance, physical movement and range of motion; improve posture, gait and body awareness; and monitor function, fit and proper use of mobility aids and devices.

**Plan for Improving Results (PIR).** A plan developed collaboratively between the SDE and a district to address needs identified as a result of the district's self-evaluation and/or an SDE monitoring visit.

**Positive Behavioral Supports (PBS).** Positive reinforcers, rewards or consequences provided to a child for specific instances of behavior that impedes learning or the learning of others (or refraining from behavior) as appropriate for the purpose of allowing the student to meet his or her behavioral goals/benchmarks.

**Power of attorney.** The designation, in writing, by a competent person of another to act in place of or on behalf of another person.

**Present level of performance.** A statement of the student's current level of achievement or development in an area of need and how the student's disability affects his or her involvement and progress in the general education curriculum offered to students without disabilities.

**Private school.** A school that is not funded by or under federal or state control or supervision.

**Problem-solving team.** A general education team established at the local level, whose name may vary, with the purpose to problem solve regarding the educational needs of any student. Procedures, meeting schedules, and team membership are established locally. The team is likely to include general educators and administrators and could include counselors, specialists, and special education personnel. Parent participation is valuable, but not required.

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**Procedural safeguards.** The formal requirements of Part B of the IDEA 2004 that are designed to allow a parent/adult student to participate meaningfully in decisions concerning an appropriate educational program for a student with a disability and, if necessary, dispute such decisions. Also referred to as special education rights.

**Professional Development.** High-quality comprehensive programs that are essential to ensure that persons responsible for the education or transition of students with disabilities possess the skills necessary to address the educational and related needs of these students. These should be scientifically-based and reflect successful practices including strategies for recruiting, hiring, preparing and retaining personnel.

**Psychosocial Rehabilitation (PSR).** These services assist the student in gaining and utilizing skills necessary to participate in school, such as training in behavior control, social skills, communication skills, appropriate interpersonal behavior, symptom management, activities of daily living, study skills, and coping skills. This service is to prevent placement of the student into a more restrictive educational situation.

**Public expense.** When a district or public agency either pays for the full cost of an evaluation or special education services or ensures that it is otherwise provided at no cost to the parent; for example, through joint agreements with other state agencies.

**Reading Components.** The term “reading” means a complex system of deriving meaning from print that requires all of the following skills, which are the essential components of reading instruction:

- (1) Phonemic awareness: The skills and knowledge to understand how phonemes, or speech sounds, are connected to print;
- (2) Phonics: The ability to decode unfamiliar words;
- (3) Reading fluency: The ability to read fluently;
- (4) Vocabulary development: Sufficient background information and vocabulary to foster reading comprehension; and
- (5) Reading comprehension: The development of appropriate active strategies to construct meaning from print.

**Reasonable measures.** A combination of recorded written and/or oral documentation to meet notification requirements of the district to parents/adult students.

**Reasonable time.** A period of approximately 10 calendar days.

**Reevaluation.** A periodic evaluation conducted at least every three years, or more frequently if conditions warrant, or if the student’s parent or teacher requests an evaluation of a student already identified as eligible for services under the IDEA 2004. Reevaluations may occur not more than once a year, unless the parent and the district agree otherwise.

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**Related services.** Refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education and includes the following: speech therapy, language therapy, audiology services, psychological services, physical therapy, occupational therapy, recreation, therapeutic recreation, early identification and assessment of disabilities in children, counseling services, rehabilitation counseling, orientation and mobility services, interpreting services, medical services for diagnostic or evaluation purposes, school health/nursing services (excluding surgically implanted medical devices), social work services in schools, and parent counseling and training.

**Response to Intervention (RTI).** A formal process for evaluating student response to scientifically research-based interventions, consisting of the core components of: (1) problem identification, (2) problem analysis, (3) applying research-based interventions, and (4) progress monitoring/decisions rules.

**Resolution session.** A preliminary meeting involving the parents, relevant members of the IEP team, and a representative of the district who has decision-making authority, required prior to a due process hearing.

**School age.** Includes all persons 5 (i.e., turns 5 on or before September 1) through 21 years who reside in Idaho. For students with disabilities who qualify for special education and related services under the IDEA 2004, school age begins at age 3 and continues through the semester of school in which the student attains the age of 21.

**School day.** Any day, including a partial day, that students are in attendance at school for instructional purposes.

**School health services.** School health services and school nurse services means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

**School psychologist.** A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Psychology and is charged with the responsibility to conduct assessments and determine a student's cognitive, academic, social, emotional, and/or behavioral functioning. This professional also provides direct services to students, consults with district staff, and may be a member of the evaluation and/or IEP team.

**Scientifically-Based Research (SBR).** The term scientifically-based research means research that applies rigorous, systematic, and objective procedures to obtain valid knowledge relevant to core academic development, instruction, and difficulties; and includes research that: (a) employs systematic, empirical methods that draw on observation or experiment; (b) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn; (c) relies on measurements or

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observational methods that provide valid data across evaluators and observers and across multiple measurements and observations; and (d) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

**Screening.** An informal, although organized process, of identifying students who are not meeting or who may not be meeting Idaho Content Standards.

**Secondary school.** The term `secondary school' means a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education, as determined under State law, except that it does not include any education beyond grade 12, 34 CFR §300.36. The term “secondary school” is not defined in Idaho Code, see “high school.”

**Secular.** An adjective used to describe a private, non-religious educational entity.

**Serious Bodily Injury (SBI).** Bodily injury which involves (a) a substantial risk of death; (b) extreme physical pain; (c) protracted and obvious disfigurement; or (d) protracted loss or impairment of the function of bodily member, organ, or mental faculty.

**Services Plan (SP).** Services plan means a written statement that describes the special education and related services the LEA will provide to a parentally-placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with Section 34 CFR §300.132, and is developed and implemented in accordance with Sections 34 CFR §300.137 through 34 CFR §300.139, 34 CFR §300.37.

**Setting.** The location where special education services occur.

**Social worker.** A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Social Work and helps students and teachers address social and emotional issues. This professional may be a member of the evaluation and/or IEP team.

**Socially maladjusted.** A child who has a persistent pattern of violating societal norms with truancy, substance abuse, a perpetual struggle with authority, is easily frustrated, impulsive, and manipulative, Doe v. Board of Education of the State of Connecticut, (D. Conn. Oct. 24, 1990).

**Special education.** Specially designed instruction or speech/language therapy at no cost to the parent to meet the unique needs of a student with a disability including instruction in the classroom, the home, hospitals, institutions, and other settings; instruction in physical education; speech therapy and language therapy; transition services; travel training; assistive technology services; and vocational education.

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**Special educational placement.** Refers to the provision of special education services, rather than a specific place, such as a specific classroom or school. The balance of setting and services to meet an individual student's needs.

**Specially designed instruction.** Adapting the content, methodology, or delivery of instruction to address the unique needs of an eligible student that result from the student's disability and to ensure access to the general education curriculum so that the student can meet the education standards of that district that apply to all students.

**Speech impairment.** An IDEA 2004 disability category that includes articulation/phonology, voice, and fluency disorders.

**Speech-language pathologist.** A professional holding an Idaho Pupil Personnel Services Certificate who can assess and treat persons with speech, language, voice, and fluency disorders. This professional coordinates with and may be a member of the evaluation and IEP teams.

**Student (School Age).** For resident children with disabilities who qualify for special education and related services under the federal individuals with disabilities education act (IDEA) and subsequent amendments thereto, and applicable state and federal regulations, "school age" shall begin at the attainment of age three (3) and shall continue through the semester of school in which the student attains the age of twenty-one (21) years.

**Stay put.** A requirement that a district or agency maintain a student with a disability in his or her present educational placement while a due process hearing or subsequent judicial proceeding is pending unless the parties agree otherwise.

**Substantial evidence.** A legal term that means "beyond a preponderance of the evidence" or "beyond more likely than not."

**Summary of Performance (SOP).** A document given to secondary students when a student exits special education as a result of earning a diploma or aging out. This document describes the academic achievement and functional performance along with recommendations to assist the student in meeting post secondary goals.

**Supplementary aids and services.** Accommodations and adaptations that must be made to the general education classroom and/or curriculum to ensure the satisfactory participation of a student with a disability, including supports to the general education teacher.

**Surrogate parent.** An individual assigned and trained by a district or an agency to assume the rights and responsibilities of a parent under the IDEA 2004 when no parent can be identified or located for a particular student or when the child is a ward of the state.

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**Suspension.** A temporary stop, delay, interruption, or cessation of educational services.

**Traditional public school.** "Traditional public school" means any school existing or to be built that is operated and controlled by a school district in this state, Idaho Statute, Chapter 33-5202A(7).

**Transition Services.** A coordinated set of activities for a student with a disability designed within an outcome-oriented process. Services are based on individual student needs addressing instruction, related services, community experiences, employment, postschool adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

**Traumatic brain injury (TBI).** An IDEA 2004 disability category that refers to an injury to the brain caused by an external physical force and resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory perception and motor abilities, psychosocial behavior, physical functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

**Travel training.** Instruction to students with significant cognitive disabilities and any other students with disabilities who require instruction to enable them to develop an awareness of the environment in which they live and to learn the skills necessary to move effectively and safely from place to place within the home, school, and community.

**Twice Exceptional.** Twice exceptional students are identified as gifted and talented in one or more areas of exceptionality (specific academics, general intellectual ability, creativity, leadership, visual or performing arts) and also identified with a disability defined by State eligibility criteria (LD, ED, Autism, Orthopedic Impairments, or ADHD) that qualifies the student for an IEP or a 504 plan.

**Unilateral placement.** A decision by a parent, at his or her own discretion, to remove his or her child with a disability from a public school and enroll the student in a private facility because the parent believes that the district did not provide FAPE in a timely manner.

**Universal Design.** A concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly usable (without requiring assistive technologies) and products and service that are made usable with assistive technologies.

**Visual impairment including blindness.** An IDEA 2004 disability category characterized by an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes partial sight, which refers to the ability to use vision as

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one channel of learning if educational materials are adapted, and blindness, which refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials.

**Voice disorder.** An IDEA 2004 disability category that refers to the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

**Voluntary enrollment in a private placement.** Enrollment by a parent of a student with a disability in a private facility or home school for religious, philosophical, curricular, or other personal reasons.

**Ward of the State.** A child who, as determined by the State where the child resides, is a foster child (unless the foster parent meets the definition of a parent in Section 34 CFR §300.30), a ward of the State, or in the custody of a public child welfare agency. (34 CFR §300.45)

**Weapon.** See “Dangerous Weapon.”

**Written notice.** A written statement provided by the district to a parent/adult student within a reasonable amount of time proposing or refusing to initiate or change the identification, evaluation, educational placement, or the provision of FAPE.

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**CHAPTER 1 OVERVIEW**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1.	Child Find	300.111	IDAPA 08.02.03.109.02.a IDAPA 08.02.03.109.02.d
2.	Procedural Safeguards	300.504 300.121	IDAPA 08.02.03.109.05
3.	Student Eligibility under the IDEA 2004	300.8 300.122	Idaho Code 33-2001(3) Idaho Code 33-2001(5) IDAPA 08.02.03.109.03 IDAPA 08.02.03.109.01.g
4.	Free Appropriate Public Education	300.17 300.101 300.102 300.148 300.304	Idaho Code 33-201 Idaho Code 33-2002 Idaho Code 33-2009 Idaho Code 33-2010 Idaho Code 20-504a(3) IDAPA 08.02.03.109.02.c
5. 5A 5B 5C	District Programs and Services Educational Programs & Services Physical Education Nonacademic & Extracurricular Services and Activities	300.110 300.108 300.107 300.117	Idaho Code 33-2002
6.	Individualized Education Program	300.22 300.320-300.324	IDAPA 08.02.03.109.04
7.	Least Restrictive Environment	300.114-300.120	IDAPA 08.02.03.109.04.c
8. 8A 8B 8C 8D 8E 8F	Summary of Activities that May Lead to Special Education Services General Education Interventions Referral to Consider a Special Education Evaluation Written Notice and Consent Evaluation & Eligibility Determination IEP Development & Implementation Review & Revision of IEP and Placement Decision	300.302 300.301 300.300 300.503-300.504 300.622 300.301 300.304-300.307 300.309-300.311 300.112 300.320-300.324 300.112 300.324 300.116	IDAPA 08.02.03.109.02.i    Idaho Code 33-2002 IDAPA 08.02.03.109.03  IDAPA 08.02.03.109.04  IDAPA 08.02.03.109.04(a)

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8G	Reevaluation	300.303 300.305	IDAPA 08.02.03.109.07
8H	Discontinuation of Services	300.102 (a) 300.305(e)(2)	

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**CHAPTER 2 FREE APPROPRIATE PUBLIC EDUCATION (FAPE)**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1.	Definition of FAPE	300.17	
2.	FAPE Considerations		Idaho Code 33-201
2A	District Obligation	300.101 300.226 (c)	Idaho Code 33-2002 Idaho Code 33-2009
2B	Limit to District Obligation When	300.132	Idaho Code 33-2010
2C	District Obligation to Provide FAPE ends	300.102	Idaho Code 20-504a IDAPA 08.02.03.109.02.c
2F	Applicability to Charter & Alternative Schools	300.209	
2G	Applicability to Detained Youth	300.149 (c-d) 300.102	
2H	Using Public & Private Insurance Funds to Provide FAPE	300.154	

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**CHAPTER 3 CHILD FIND**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1.	District Responsibility	300.111 300.131	IDAPA 08.02.03.109.02.a IDAPA 08.02.03.109.02.c IDAPA 08.02.03.109.02.d
2. 2A 2B	Locating Students Coordination  Public Awareness	300.124 300.154 300.111	Idaho Code 16-103
3. 3A 3B	Identification Screening General Education Intervention	300.302 300.226	IDAPA 08.02.03.109.02.i IDAPA 08.02.02.140
4. 4A 4B	Referral to Consider a Special Education Evaluation Evaluation Team  Referral	300.306 300.308 300.301 300.302 300.309 300.305 300.504 300.174	IDAPA 08.02.03.109.02.a

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**CHAPTER 4 ELIGIBILITY**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1.	Evaluation Team	300.301 300.15 300.8 300.39 300.304(b)	
2.	Purpose of an Evaluation	300.116	
3.	Written Notice and Consent for Assessment	300.503 300.9 300.300 300.302	
4.	Information from Other Agencies or Districts	300.622 99 FERPA	
5.	Evaluation and Eligibility Determination Procedures	300.301 300.39 300.8 300.304-300.311	IDAPA 08.02.03.109.04 IDAPA 08.02.03.109.01.g IDAPA 08.02.03.109.03
6.	Reevaluation and Continuing Eligibility	300.300 300.303 300.305 300.324	
7.	State Eligibility Criteria	300.8	IDAPA 08.02.03.109.03

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**CHAPTER 5 INDIVIDUALIZED EDUCATION PROGRAMS**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1.	IEP Initiation IEP Definition Special Education Definition IEPs Meeting Definition When IEP must be in effect Determination of Eligibility Development, review, revision IEP Team IEP Team Attendance Private School Representative General Education Teacher Consolidation of Meetings Invitation to IEP Meeting Invitation to Student Invitation Requirements at 16 Alternative Participation Language of Construction	300.22 300.39 300.320-300.324 300.501.3 300.323(c)(2) 300.306 300.324 300.321 300.321(e) 300.325.(a)(2) 300.324(a)(3) 300.321(a)(5) 300.322 300.321(b) 300.322(b)(2) 300.328 300.320(d)	IDAPA 08.02.03.109.04  IDAPA 08.02.03.111.04  IDAPA 08.02.03.107.05
2. 2A	IEP Development IEP Contents Progress toward Goals Related Services Medicaid or Insurance Supplementary Aids, Services Accommodations Assistive Technology  Assistive Technology in the Home Universal Design Hearing Aids and Devices Extended School Year Least Restrictive Environment Parents as part of Decision Disciplinary Placement Parent Objection to IEP Transition Services Consent for Services Consent for Reevaluation Summary of Performance	300.320-300.325 300.320 300.320(a)(3) 300.34 300.154 300.42 300.320(a)(6) 300.5-300.6  300.105(b) 300.44 300.113 300.106 300.114-300.116 300.327 300.536  300.43 300.300(b) 300.300(c) 300.305(e)	IDAPA 08.02.03.109.04  IDAPA 08.02.03.102.01 IDAPA 08.02.03.200 IDAPA 08.02.03.210  IDAPA 08.02.03.211 Idaho Code 33-1304 IDAPA 08.02.03.112  IDAPA 08.02.03.109.05 IDAPA 08.02.03.105.05 IDAPA 08.02.03.104.02 Idaho Code 33-2002(4)  IDAPA 08.02.03.109.05

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**CHAPTER 6 LEAST RESTRICTIVE ENVIRONMENT**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
	Overview	300.114	IDAPA 08.02.03 (04) (c)
1.	Least Restrictive Environment Considerations		
1A	When to Make and Review Placement Decisions	300.116 (b) (1) (2)	
1B	Considerations in Placement Decisions	300.116	
1C	Documentation of Placement Decisions	300.120	
2.	District Responsibility for Continuum of Services	300.116	

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**CHAPTER 7 DISCONTINUATION OF SERVICES,  
GRADUATION, AND GRADING**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1. 1A	Discontinuation of Services Students Who Are No Longer Eligible for Services	300.305 300.306 300.102 (a) (3) (i-ii) 300.503	Idaho Code 33-201
1B	Change in District Obligation to Provide Services		Idaho Code 33-209
1C	Request for Withdrawal from Special Education	300.305 300.306 300.503	
2. 2A	Graduation Individualized Education Program Team Requirements regarding Graduation	300.306  300.102. (a) (3) (i-iii) 300.320 (a) (7) (b) (2)	IDAPA 08.02.03. 109.07
2B	Graduation Ceremonies		
3.	Transcripts and Diplomas		IDAPA 08.02.03.105.03 IDAPA 08.02.03.109.07 IDAPA 08.02.03.107.c <i>Letter to Runkel, 25 IDELR 387 (OCR 1996)</i>
4.	Grades, Class Ranking, and Honor Roll		<i>Letter to Runkel, 25 IDELR 387 (OCR 1996)</i>

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**CHAPTER 8 CHARTER SCHOOLS**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1. 1A 1B	Definition and Parent/Student Rights Definition of Charter Schools  The Rights of Charter School Students and Their Parents	 300.7  300.209(a)	Idaho Code 33-5205 Idaho Code 33-5206
2. 2A 2B	Responsibility for Services Charter School Authorized by the District  Charter School Operating as an LEA	300.2 300.209(b)  300.209(c)	Idaho Code 33-5205
3.	Essential Components of a Special Education Program	300.209	Idaho Code 33-5205 IDAPA 08.02.03.109.02.c IDAPA 08.02.04.201.01 IDAPA 08.02.04.202 IDAPA 08.02.04.203.02 IDAPA 08.02.04.300.02 IDAPA 08.02.04.301.01
4.	Charter Schools and Dual Enrollment		Idaho Code 33-203 Idaho Code 33-2002
5. 5A  5B	Funding State Funds  Federal Funds	   300.704(b)(4)(ix) 300.705 300.209	Idaho Code 33-5208 Idaho Code 33-1002B Idaho Code 33-2004 Idaho Code 33-2005 Idaho Code 33-5208 (8)

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**CHAPTER 9 PRIVATE SCHOOL STUDENTS**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
Overview	Private School Students	300.2-300.146	
1.	Definitions		
	Private School		
	Elementary School	300.13	
	Secondary School	300.36	
1A	Definition of Voluntary Enrollment by a Parent	300.130	
1B	Definition of District Placement	300.145	
1C	Definition of Students with Disabilities Enrolled by their Parents when FAPE is an Issue	300.148	
2.	Students Voluntarily Enrolled by Parents		
2A	District Consultation	300.134	IDAPA 08.02.03.109.05
2A 1	Child Find	300.134 (a)	
2A 2	Proportionate Share of Funds	300.133 (b)	
2A 3	Determination of Special Education and Related Services	300.133 (d)	
2A 4	On-going Communication	300.134 (c)	
2A 5	Written Affirmation	300.135 (a-b)	
2A 6	District Decisions	300.137 (b) (2)	
2A 7	Written Explanation by the District Regarding Services	300.134 (e)	
2B 1	Compliance with the Consultation Process	300.136 (a) (1-2)	
2B 2	Procedures for Complaint	300.136 (b) (1-3)	
2C	Child Find Requirements	300.111 (1) (i-ii)	
2D	Annual Count of Eligible Students	300.131 (a-f)	
		300.133 (c) (1-2)	
2E	Provision of Services	300.137 (a)	
2E 1(a-e)	District Responsibilities	300.138 (a) (1-2)	
		300.138 (c) (2)	
		300.134 (c-d) (1-3)	
		300.148	
2E 2 (a-c)	Eligibility for Services	300.132 (a-b)	
		300.138 (2) (b)	
2E 3 (a) (1-5)	Service Plan Development	300.132 (b)	
		300.136	

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2F	Dispute Resolution	300.138 (2) (b)	
2G	Determining the Proportionate	300.320	
	Funding for Private School Students	300.323 (b)	
2H	Expenditure Guidelines	300.139 (b) (1)	
		(i)	
		300.139 (b) (2)	
		300.140 (a-c)	
		300.133	
		300.139 (2)	
		300.144	

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**CHAPTER 10 IMPROVING RESULTS**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1.	Monitoring Priorities and Indicators	300.600-604	
2.	Early Intervening Services	300.226 300.205 (d) 300.226 (c) 300.226 (a) 300.208 (a) (2) 300.226 (b) 300.226 (a) 300.711	
3.	Personnel	300.156 300.704 (b) (4) (vii)	

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**CHAPTER 11 PROCEDURAL SAFEGUARDS**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
1. 1A 1B	Procedural Safeguards Notice Contents When is Provided	300.504	
2. 2A 2B  2C 2D 2E 2F	Domestic Considerations Parent Surrogate Parent  Transfer of Rights Emancipated Minors Ward of the State Child Custody	300.30 300.519 300.639 300.320  300.030	Idaho Code 32-717A Idaho Code 32-717B
3. 3A 3B 3C 3D 3E 3F	Informed Consent Definition Actions Requiring Consent When Consent Not Required Refusal to Give Consent Failure to Respond for Consent Revoking Consent	300.9 300.300 300.300(d) 300.300 300.300 300.300	
4. 4A 4B 4C 4D 4E 4F	Written Notice Definition Criteria for Written Notice Written Notice is Required Written Notice not Required Content of Written Notice Objection to District Proposal	300.503 300.503 300.504 300.300 300.503	IDAPA 08.02.03.109.05a
5. 5A  5B  5C  5D 5E	Confidentiality and Access to Records Definition  Protection of Records  Access to Records  Disclosure Not Requiring Consent Destruction of Records	300.611  300.610 300.622  300.613 300.616  300.611 300.624	IDAPA 08.02.03.109.05k 34 CFR 99.3 (FERPA) 34 CFR 99.7 (FERPA) 34 CFR 99.10d (FERPA) 34 CFR 99.11 (FERPA) IC 32-717A  34 CFR 99.31 34 CFR 81(GEPA) 34 CFR 76 (EDGAR)

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5F	Request for Amendment of Records	300.618	34 CFR 99.22 (FERPA)
5G	District Hearings	300.619	
		300.620	
5H	Student Rights	300.621 300.625	34 CFR 99.5a (FERPA)
6.	Independent Educational Evaluations		IDAPA 08.02.03.109.05j
6A	Definition	300.502	
6B	Right to an IEE	300.502(b)	
6C	Procedures for Requesting an IEE	300.502	
6D	District Responsibility	300.502	
6E	Consideration of Results	300.502	

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**CHAPTER 12 DISCIPLINE**  
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Section	Topic	IDEA Regulations 34 CFR §	Idaho Code/IDAPA
Overview	Discipline	300.530-300.536	Idaho Code 33-205
1.	General Discipline Guidelines	300.530(b) 300.534	Idaho Code 33-205
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OVERVIEW**

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**Chapter 1**  
**OVERVIEW**

The education of students with disabilities is firmly rooted in the constitutional guarantees involved in the “protection of vulnerable minorities.” This relationship means that the provision of services to students with disabilities is a basic civil right protected by the Constitution. Three federal laws have been passed to ensure these constitutional guarantees for individuals with disabilities:

- ▶ the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)
- ▶ Section 504 of the Rehabilitation Act of 1973 (Section 504)
- ▶ the Americans with Disabilities Act of 1990 (ADA)

The reauthorization of the IDEA 2004 was aligned with the Elementary and Secondary Education Act of 2001—also known as the No Child Left Behind (NCLB) Act. The IDEA 2004 preserves the basic structure and civil rights of previous reauthorizations and emphasizes both *access* to education and *improved results* for students with disabilities based on data and public accountability.

This manual provides detailed information regarding district responsibilities under the IDEA 2004 and the IDEA regulations of 2006, which took effect on October 13, 2006.

**Section 1. Child Find**

The district is responsible for establishing and implementing an ongoing Child Find system. Child Find activities are conducted (1) to create public awareness of special education programs, (2) to advise the public of the rights of students, and (3) to alert community residents of the need for identifying and serving students with disabilities from the age of 3 through the semester in which they turn 21.

The district is also responsible for coordinating with the Department of Health and Welfare regarding the Child Find system for children ages birth through 2 years. The Child Find system includes children with disabilities who are homeless, as defined by the McKinney-Vento Homeless Act (see Glossary), wards of the state, or attending private schools, regardless of the severity of the disability.

See Chapter 3 for more information on Child Find.

### **Section 2. Procedural Safeguards**

A parent and/or adult student has specific procedural safeguards assured by the IDEA 2004 and state law. The district provides a document titled *Procedural Safeguards Notice* to parent and/or adult students that contain a full explanation of special education rights.

See Chapter 11 for more information on procedural safeguards.

### **Section 3. Student Eligibility under the IDEA 2004**

The existence of a disability or medical diagnosis does not, by itself, mean that a student is eligible under the IDEA 2004. To be eligible for services under the IDEA 2004, a student must have a disability that:

1. meets the state disability criteria;
2. adversely affects educational performance; and
3. results in the need for special education, that is, specially designed instruction.

The process used to make this determination is called “eligibility evaluation.” During an eligibility evaluation, an evaluation team (which includes educators and the parent and/or adult student) reviews information from multiple sources including, but not limited to, general education interventions, formal and informal assessments, and progress in the general curriculum.

See Chapter 4 for more information on eligibility and evaluation.

### **Section 4. Free Appropriate Public Education (FAPE)**

The local education agency (district) is required to ensure that a free appropriate public education (FAPE) is available to students who reside in the district and are eligible for special education. FAPE is individually determined for each student that qualifies for special education. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

See Chapter 2 for more information on FAPE.

### **Section 5. District Programs and Services**

The district shall ensure that the same array of academic, nonacademic, and extracurricular activities and services is available to students with disabilities as is available to students without disabilities.

#### **A. Educational Programs and Services**

The district shall take steps to ensure that students with disabilities have the variety of educational programs and services that are available to all other students served by the district. These may include art, music, industrial arts, consumer and homemaking education, vocational education, and other programs in which students without disabilities participate.

#### **B. Physical Education**

Physical education services, specially designed if necessary, shall be made available to every student with a disability receiving FAPE, unless the public agency enrolls children without disabilities and does not provide physical education to children without disabilities in the same grades.

#### **C. Nonacademic and Extracurricular Services and Activities**

The district shall take steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's Individualized Education Program (IEP) Team, to provide nonacademic and extracurricular services and activities in a manner that affords students with disabilities an equal opportunity to participate in those services and activities. This includes counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to agencies that provide assistance to persons with disabilities, and employment of students, including both employment by the district and assistance in making outside employment available.

### **Section 6. Individualized Education Program (IEP)**

The IEP is a document that outlines how a particular student with a disability will receive a free appropriate public education (FAPE) in the least restrictive environment (LRE). It is a working document that can be amended as the student's needs change. The IEP is created collaboratively by IEP team members, including parents, the student, if appropriate, the student's teachers and other district personnel.

See Chapter 5 for more information on IEP development.

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### **Section 7. Least Restrictive Environment (LRE)**

The IDEA 2004 states that, to the maximum extent appropriate, students with disabilities are to be educated with students who are not disabled. The IEP team should consider what constitutes LRE for the individual student. This includes considering that a continuum of alternative placements is available to meet the needs of children with disabilities and for special education and related services.

See Chapter 6 for more information on LRE.

### **Section 8. Summary of Activities That May Lead to Special Education Services**

This section describes the steps that may lead to special education services. The activities that are within each step are often sequential, but could occur simultaneously. The process might occur in a different sequence for emergency or interim placements. A flowchart of these steps is provided at the end of this chapter.

#### **A. General Education Interventions** (carried out by the problem-solving team)

A general education problem-solving team addresses student learning needs and ensures that referrals to consider special education are appropriate. The general education problem-solving process may include early intervening services based on whole-school approaches such as: a three-tiered model using scientifically based reading (and other content area) programs, positive behavior supports, and a response-to-intervention system. Accommodations and instructional interventions shall be attempted during the problem-solving process. These accommodations and interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and shall be clearly documented.

If the student shows adequate progress with general education interventions and accommodations, a referral to consider a special education evaluation may be unnecessary. However, if general education interventions and accommodations need to be provided on an ongoing basis or if the student shows limited or no progress *and* the student's performance is significantly discrepant from peers, a referral to consider a special education evaluation may be warranted.

See Chapter 4 and Appendixes 3 and 4 for more information on problem-solving activities and the three tiered model.

#### **B. Referral to Consider a Special Education Evaluation**

Following the problem-solving team's review of the student's response to general education interventions, if the team suspects that the student has a disability that adversely impacts his or her education, the problem-solving team shall initiate a referral to consider a special education evaluation. The purpose of this referral is to bring a student to the attention of an evaluation team so that it can determine whether to conduct a special education evaluation.



A referral to consider a special education evaluation marks the point at which procedural safeguards are activated. The parent and/or adult student shall be involved in decisions once a written referral has been made to the evaluation team to consider a special education evaluation.

The evaluation team shall review existing data, including assessments and information provided by the parent and/or adult student, to determine the need for further assessment.

See Chapter 3 for more information on the referral process to consider a special education evaluation and who can make a referral.

**C. Written Notice and Consent** (completed by an evaluation team)

Before administering assessments as part of the special education evaluation, written notice shall be provided to the parent and/or adult student and written consent shall be obtained from the parent and/or adult student. The district may use a single form that meets the requirements of written notice and consent for assessment. In addition, if the evaluation team needs information for an evaluation from a non-educational agency or an individual, such as a doctor, written consent for the release of information shall be obtained from the parent and/or adult student. See Chapter 4 and Chapter 11 for more information.

**D. Evaluation and Eligibility Determination** (completed by evaluation team)

After receiving consent, the evaluation team shall schedule assessments and ensure they are conducted. Next, the evaluation team reviews the assessment data, the response to general education interventions, and parent and/or adult student input and recommendations to determine whether the student is eligible for special education services. Then the evaluation team compiles an *Eligibility Report* using data collected from individual assessments and provides the parent and/or adult student with a copy of the report.

If the student is not eligible, the district shall provide written notice to the parent and/or adult student that the data does not indicate eligibility under the IDEA 2004. The district shall maintain documentation in permanent records. (A student ineligible under the IDEA 2004 may be considered to have a disability under Section 504.)

If the parent and/or adult student disagrees with the district's evaluation and/or the eligibility determination, he or she has the right to request mediation, file a due process hearing challenging the decision, or seek an independent educational evaluation (IEE). See Chapter 11 for more information.

**E. IEP Development and Implementation** (completed by IEP team)

The time between receiving consent for assessment and implementing the IEP cannot exceed 60 calendar days, excluding periods when regular school is not in session for five or more consecutive school days. The parent and district may agree in writing to extend the 60-day period

for the purpose of initial assessment as long as federal IDEA 2004 time requirements are met. See Chapter 4 for guidance on timeline exceptions.

The following activities are included in the development and implementation of the IEP:

1. Conduct an IEP team meeting to develop an IEP within 30 calendar days of a determination that the student is eligible for special education and related services. For eligible students, the IEP can be developed at the same meeting at which eligibility is determined if all required IEP team members are present and agree to proceed.
2. After determining goals and services, determine the placement in the LRE in which the IEP can be implemented. For those goals that are aligned to the alternate standards, benchmarks/objectives shall be written.
3. Obtain documentation indicating participation in the IEP team meeting.
4. Obtain consent from the parent and/or adult student for initial placement in special education.
5. Provide copies of the IEP to the parent and/or adult student and other participants, as appropriate.
6. Provide written notice to the parent and/or adult student before implementing the IEP if the provision of FAPE or the educational placement is proposed to change.
7. Make arrangements for IEP services by informing staff of their specific responsibilities under the IEP.
8. Implement the IEP as soon as possible after it is developed.
9. Provide the parent and/or adult student with periodic reports of the student's progress towards IEP goals (such as quarterly or other periodic reports, concurrent with the issuance of report cards).

See Chapter 5 for more information on IEP development.

**F. Review and Revision of IEP and Placement Decision** (completed by IEP team)

1. Send the parent and/or adult student a *Procedural Safeguards Notice* with an invitation to attend an IEP meeting (required at least once annually).
2. Convene an IEP team meeting under these circumstances:
  - a. when changes in the IEP are requested or if the student is not making progress; and
  - b. at least annually to review eligibility, develop a new IEP, and determine placement.

3. Provide a copy of the revised IEP to the parent and the adult student when an IEP is amended or rewritten and when the student is no longer eligible for special education services. In addition, written notice is required if the district is proposing to change or refusing to change the educational placement and/or provision of FAPE.
4. Under Idaho regulations, the parent and/or adult student has the right to file a written objection to changes proposed by the district. If, within 10 calendar days of receiving written notice from the district, the parent and/or adult student files a written objection to all or part of the proposed IEP or placement, the district shall not implement the changes to which the parent and/or adult student objects. See Chapter 11 for more information.

See Chapter 5 for more information on IEP reviews.

**G. Reevaluation** (completed by evaluation team)

Reevaluations are conducted by the evaluation team. A reevaluation to determine whether a student continues to be eligible for special education services is completed as follows: (a) at least every three years, (b) when requested by the student's teacher or the parent and/or adult student, and (c) whenever conditions warrant. Approximately one month before conducting the reevaluation, the district shall inform the parent and/or adult student that a reevaluation is due. The parent and/or adult student and district may agree in writing that a three-year reevaluation is not necessary. In addition, a reevaluation need not be conducted more than once per year unless the district and the parents agree.

The evaluation team shall include the following activities in the reevaluation process:

1. Invite the parent and/or adult student to participate in the review of existing data and to determine what additional data, if any, is needed as part of the reevaluation. Unless the parent and/or adult student requests that the evaluation team members meet as a group in a formal meeting, data can be gathered from individual team members at various times using a variety of methods.
2. Obtain written consent from the parent and/or adult student if additional assessments shall be conducted. After gaining consent, ensure the completion of assessments and eligibility reports.
3. If the evaluation team determines that additional assessments are not needed, provide written notice to the parent and the adult student of this decision and of the parent and/or adult student's right to request assessments.
4. Prepare an *Eligibility Report* that details the eligibility requirements for the student, even when no new assessments are conducted. The report shall address each required eligibility component.

5. Provide the parent and/or adult student with a copy of the *Eligibility Report*.
6. Develop and implement an IEP, if the student continues to be eligible. If the student is not eligible, follow procedures to discontinue services.

See Chapter 4 for more information on reevaluation.

#### **H. Discontinuation of Services**

Provide prior written notice to the parent and the adult student informing them of the discontinuation of services when:

1. The evaluation team determines the student no longer meets eligibility requirements for special education services; or
2. The student meets the district and state requirements that apply to all students for receipt of a regular high school diploma; or
3. The student completes the semester in which he or she reaches the age of 21 years.

When a student exits from special education as a result of graduating or aging out, the district shall provide the student with a summary of his or her academic achievement and functional performance, along with recommendations on how to assist the student in meeting postsecondary goals.

See Chapter 7 for more information on the discontinuation of services.

**Chart**

<p><b>General Education Interventions</b> (completed by problem-solving team)</p> <ul style="list-style-type: none"> <li>■ Team considers components of the three tiered model of Response to Intervention.</li> <li>■ Problem solve, plan and implement interventions and accommodations; document results.</li> </ul>
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**Special Education Activities**

<p><b>A. Child Find Activities</b></p>
<p><b>B. Referral to Consider a Special Education Evaluation</b> (completed by problem-solving team and evaluation team)</p> <ul style="list-style-type: none"> <li>■ Problem-solving team submits a formal referral to consider special education evaluation.</li> <li>■ Provide the parent and/or adult student with a <i>Procedural Safeguards Notice</i>. (required)</li> <li>■ Seek parent and/or adult student input and afford opportunity for a meeting.</li> <li>■ Evaluation team decides whether to conduct further assessments.</li> </ul>
<p><b>C. Written Notice and Consent</b> (completed by the evaluation team)</p> <ul style="list-style-type: none"> <li>■ Provide written notice to the parent and/or adult student.</li> <li>■ Seek consent from the parent and/or adult student for assessments.</li> <li>■ Receive written consent for assessment from the parent and/or adult student.</li> </ul>
<p><b>D. Evaluation and Eligibility Determination</b> (completed by evaluation team)</p> <ul style="list-style-type: none"> <li>■ Schedule and conduct assessments.</li> <li>■ Review assessment information with parent and/or adult student. Determine eligibility and complete the <i>Eligibility Report</i>. (Meeting with the entire team is a parent and/or adult student option.)</li> <li>■ Provide the parent and/or adult student with a copy of the <i>Eligibility Report</i>.</li> </ul>
<p><b>E. IEP Development and Implementation</b> (completed by IEP team)</p> <ul style="list-style-type: none"> <li>■ Invite the parent and/or adult student to the IEP team meeting.</li> <li>■ Provide a <i>Procedural Safeguards Notice</i> to the parent and/or adult student. (at least once annually)</li> <li>■ Develop IEP and determine placement in LRE.</li> <li>■ Provide a copy of the IEP with written notice to the parent and/or adult student.</li> <li>■ Receive consent for initial placement from the parent and/or adult student.</li> <li>■ Implement IEP.</li> </ul>
<p><b>F. Review/Revision of IEP and Placement Decision</b> (completed by IEP team)</p> <ul style="list-style-type: none"> <li>■ Provide a <i>Procedural Safeguards Notice</i> to the parent and/or adult student if applicable.</li> <li>■ Invite the parent and/or adult student to the IEP team meeting.</li> <li>■ Review eligibility, develop an IEP, and determine placement annually.</li> <li>■ Provide a copy of IEP with written notice to the parent and/or adult student.</li> </ul>
<p><b>G. Reevaluation</b> (completed by evaluation team)</p> <ul style="list-style-type: none"> <li>■ Inform the parent and/or adult student that reevaluation is due.</li> <li>■ Provide a <i>Procedural Safeguards Notice</i> to the parent and/or adult student if applicable.</li> <li>■ Seek parent and/or adult student input on reevaluation and afford opportunity to request a meeting.</li> <li>■ Receive consent from the parent and/or adult student for assessments if planning to assess <b>OR</b> Provide the parent and/or adult student with written notice that no further assessments shall be conducted if the evaluation team determines that existing information is adequate. Inform parent and/or adult student of his or her right to request additional assessments.</li> <li>■ Schedule and conduct assessments.</li> <li>■ Review assessment information with parent and/or adult student. Determine eligibility and complete the <i>Eligibility Report</i>. (Meeting with the entire team is a parent and/or adult student option.)</li> <li>■ Provide the parent and/or adult student with a copy of the <i>Eligibility Report</i>.</li> <li>■ Go to steps in Box F or Box H.</li> </ul>
<p><b>H. Discontinuation of Services</b></p> <ul style="list-style-type: none"> <li>■ Provide written notice to the parent and/or adult student before discontinuing special education services.</li> <li>■ Upon graduation provide a summary of performance to the parent and/or adult student.</li> </ul>

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**Chapter 2**  
**FREE APPROPRIATE PUBLIC EDUCATION**

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**Chapter 2**  
**Free Appropriate Public Education**

The local education agency (district) is required to ensure that a free appropriate public education (FAPE) is available to students in the district and who are eligible for special education. FAPE is individually determined for each student with a disability. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

**Section 1. Definition of a Free Appropriate Public Education (FAPE)**

The definition of FAPE under the Disabilities Education Improvement Act of 2004 (IDEA 2004) means special education and related services that:

1. are provided at public expense (free);
2. are provided in conformity with an appropriately developed individualized education program, or IEP (appropriate);
3. are provided under public supervision and direction (public); and
4. include an appropriate preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the State Department of Education (education).

**Section 2. Provision of FAPE**

**A. District Obligation**

The district is required to ensure that FAPE is available to students in the district who are eligible for special education. This includes students who reside in group, personal care, or foster homes, as well as institutions, if their legal guardian is a resident of Idaho, even though the guardian may reside in another Idaho school district. It also includes students who are migratory or homeless as defined by the McKinney-Vento Homeless Act (see Glossary). If a student from another state is placed in Idaho by an out-of-state agency, parent, or district, the placing district, parent, or agency is responsible for the educational costs. If a student is placed in a district by an Idaho agency, the student is entitled to FAPE and the responsible agency is determined upon Idaho Code regarding the specific situation.

The district is obligated to make FAPE available to each eligible student in the district as follows:

1. The district shall provide FAPE to an individual who is at least 3 years old and who qualifies for special education services unless the parent and/or adult student has refused special education services.
2. The district shall offer FAPE to parentally placed private students in accordance to statutory and regulatory language, which states that parentally placed private school students with disabilities do not have an individual right to some or all of the special education and related services that the student would receive if enrolled in a public school.
3. A free appropriate education shall be available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course, and is advancing from grade to grade.

Note: Participation in Early Intervening Services neither limits nor creates a right to FAPE.

**B. Limit to District Obligation**

1. The district is not obligated to provide some or all special education and related services, if it has been offered, but a parent elected to place the student in a private school or facility. However the district shall include that student in the population whose needs are addressed consistent with Child Find requirements. See Chapter 9 for more information.
2. Students who are home schooled and dually enrolled are considered private school students for the purposes of dual enrollment. The same procedures would be available to these students as parentally placed private school students who are dually enrolled.

**C. When District Obligation to Provide FAPE Ends**

1. the semester in which the student turns 21 years old; or
2. when the student meets the district requirements that apply to all students for receipt of a regular high school diploma; a regular high school diploma does not include an alternative degree that is not fully aligned with the Idaho Content Standards, such as a certificate or a general educational development credential (GED).
3. when the student no longer meets the eligibility criteria for special education services, as determined by the team after a reevaluation.

**D. Temporary Suspension of FAPE**

The district is not required to provide FAPE to an eligible student during the suspension of 10 cumulative school days or less during a school year; however, FAPE must be provided following this 10-day exception.

### Section 3. FAPE Considerations

#### A. Case Law Interpretations of FAPE

The courts have further defined the term FAPE as a result of lawsuits between parents and districts. In 1982, the United States Supreme Court ruled in the case of *Hendrix Hudson Central School District Board of Education v. Rowley*. This landmark case set a standard for FAPE that is commonly referred to as the *Rowley Standard*. The *Rowley* decision defines FAPE as including these two components:

1. an IEP developed in adequate compliance with the IDEA 2004 procedures; and
2. an IEP reasonably calculated to enable the student to receive educational benefit.

The *Rowley* decision also states that, if a student is being educated in the general education classroom, the IEP should be reasonably calculated to enable the student to achieve passing marks and advance from grade to grade.

#### B. Applicability to Charter and Alternative Schools

Federal law requires the district to provide students with disabilities educational choices comparable to those choices offered to students without disabilities. These choices include the opportunity to attend a public charter school or alternative school. Students enrolled in public charter and alternative schools are entitled to FAPE and retain all the rights and protections that are available under the IDEA 2004.

#### C. Applicability to Detained Youth

Students with disabilities or suspected disabilities who are detained in city or county jails, juvenile detention centers, juvenile correctional facilities, or in Idaho prisons are entitled to FAPE.

1. Services to Youth Detained in City or County Jails

The district in which the facility is located has the responsibility for the provision of FAPE to eligible youth.

2. Services to Youth Detained in Juvenile Detention Centers (JDC)

The district in which the facility is located has the responsibility for the provision of FAPE to eligible youth. Typically, detention in a JDC is short term, and the student most likely returns to his or her home district. If a district has a student who is detained in a JDC not located within the district boundaries, the district may find it beneficial to coordinate school assignments through the JDC's education staff while the student is in the facility.

3. Services to Youth Placed in the Custody of the Department of Juvenile Corrections (DJC)

When a student is placed in the custody of the Department of Juvenile Corrections, the responsibility for the provision of FAPE resides with the Department of Juvenile Corrections.

4. Services to Youth in the Custody of the Department of Correction (DOC)

When a student is placed in the custody of the Department of Correction, the responsibility for the provision of FAPE resides with the Department of Correction through an agreement between the SDE and the Department of Correction.

**D. Using Public and Private Insurance Funds to Provide FAPE**

If a student is covered by a parent's private or public insurance or benefits, the district may access this insurance only if the parent provides informed consent. Each time the district proposes to access the private insurance, the district shall obtain written parental consent and inform the parent that his or her refusal to permit the district to access the private insurance does not relieve the district of its responsibility to ensure that all required services are provided at no cost to the parent.

**Chapter 3  
CHILD FIND**

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**Chapter 3**  
**CHILD FIND**

The Child Find system involves three basic steps leading to the determination of whether or not a student has a disability and requires special education. The steps are location, identification, and evaluation. This chapter describes location and identification activities. The evaluation process is covered in Chapter 4.

**Section 1. District Responsibility**

The district is responsible for establishing and implementing an ongoing Child Find system to locate, identify, and evaluate students suspected of having a disability, ages 3 through the semester they turn 21, who may need special education, regardless of the severity of the disability. The district is also responsible for coordinating with the Department of Health and Welfare (DHW) regarding the Child Find system for children ages birth through 2 years. The district may appoint an individual to coordinate the development, revision, implementation, and documentation of the Child Find system.

The Child Find system shall include all students within the district's geographic boundaries including students who are:

1. enrolled in public school;
2. enrolled in charter and alternative schools;
3. enrolled in home school;
4. enrolled in private elementary and secondary schools (including religious schools) located in the district; including out-of-state parentally-placed private school children with disabilities;
5. not enrolled in elementary or secondary school, including children ages 3 through 5;
6. advancing from grade to grade;
7. highly mobile students (such as migrant and homeless as defined by the McKinney-Vento Homeless Act [see Glossary]); and
8. wards of the state.

## **Section 2. Locating Students**

Locating students who may have disabilities involves coordinating with other agencies and promoting public awareness.

### **A. Coordination**

For infants and toddlers, birth through 2 years of age, Child Find is provided by the Idaho Infant Toddler Program. Although lead responsibility for the Infant Toddler Program has been designated to the DHW, interagency agreements provide for collaboration and coordination. The district shall use local interagency agreements for efficient use of resources and ease of service accessibility for students and families.

### **B. Public Awareness**

The district shall take the necessary steps to ensure that district staff and the general public are informed of the following:

1. the availability of special education services;
2. a student's right to a free appropriate public education (FAPE);
3. confidentiality protections; and
4. the referral process.

This information may be provided through a variety of methods such as distributing brochures or flyers, including information in school or district publications, disseminating articles and announcements to newspapers, arranging for radio and television messages and appearances, speaking at faculty meetings or district in-services and making presentations.

## **Section 3. Identification**

The identification component of Child Find includes screening, early intervening through a problem-solving process, and referral to consider a special education evaluation. The procedural rights under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) are afforded when the student is referred for a special education evaluation by the parent and/or adult student or the district.

### **A. Screening**

Screening is an informal, although organized process, of identifying students who are not meeting or who may not be meeting Idaho Content Standards or Idaho Early Learning Standards. A variety of methods may be used to screen students, including performance on statewide



assessments, curriculum-based measures, daily work in the classroom, teacher observations, hearing and vision screeners, developmental milestones, and/or kindergarten readiness measures.

Screening for instructional purposes is not an evaluation. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

Although screening is an important part of the Child Find system, screening cannot be used to delay processing a referral to consider a special education evaluation where immediate action is warranted.

**B. General Education Intervention (Early Intervening Services)**

Under the LEA funding option, early intervening services are services for K-12 students who need additional academic and behavioral support to succeed in the *general education environment*. When a school's screening process reveals that a student or groups of students are at risk of not meeting the Idaho Content Standards, the general education problem-solving team shall consider the students' need for "supported" instructional interventions in order to help the students succeed. These interventions are referred to as early intervening services or general education interventions, accommodations, and strategies. It is important to remember that students who receive early intervening services are not currently identified as needing special education or related services and do not have a right to FAPE. Therefore, the IDEA 2004 procedural safeguards are not applicable at this time.

Districts shall implement coordinated services and activities that involve providing educational and behavioral evaluations, services, and supports. These services may also include professional development for teachers and other staff to enable them to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and where appropriate, instruction on the use of adaptive and instructional software. Early intervening services should be based on whole-school approaches such as; the three-tiered model, scientifically based curriculum and instruction, positive behavior supports, and a response to intervention system.

If a district chooses to use up to 15% of Title VI-B federal funds for Early Intervening Services for students in K-12 who are not currently identified as needing special education but who need additional support in the general education environment, additional requirements may apply that will affect maintenance of effort .

If a district is found to have a significant disproportionate representation in special education, there are additional requirements for use of funds in Early Intervening Services. Please see Chapter 10 for more information on Early Intervening Services.

**General Education Problem Solving**

1. Establishing a Problem-Solving Team

The district shall establish a problem-solving team and a process to plan accommodations and interventions in general education and to ensure that referrals to consider a special education evaluation are appropriate. Team membership is established by the school or the district and would likely involve general educators and administrators, and could include counselors, specialists, and special education personnel. While parent and/or adult student involvement is valuable and encouraged, the district is not required to include the parent and/or adult student on the team.

When problem solving involves a child 3-5 years of age, the team should seek input from family members, child care programs, private preschools, or Head Start programs, as appropriate. An early childhood problem-solving process needs to consider early childhood environments and the preschool student's need for supported instructional interventions in order for the student to participate in appropriate activities.

2. Referrals to the Problem-Solving Team

Referrals to the problem-solving team may come from a variety of sources including parents, students, other family members, public or private school personnel, agencies, screening programs, or as a result of annual public notice. Referrals may be made for a variety of reasons dealing with academic and behavioral concerns and may involve, but are not limited to, teaching strategies, material accommodations, social skills training, cooperative learning concepts, classroom organization, and scheduling.

3. Interventions

- a. Interventions in general education or an early childhood environment shall be attempted before a student is referred to an evaluation team, unless an evaluation is needed immediately.
- b. Interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and should be clearly documented.
- c. Documentation of the success or failure of accommodations and interventions shall be reviewed and discussed by the problem-solving team.

4. Problem-Solving Team Decisions Following General Education Intervention

Based on a review of data and information presented by the referring party and others, the team has several decision options. In the case of a preschool student, data and information shall be gathered and reviewed from such settings as child care programs, private preschools, Head Start Programs, or the home.

Following an intervention, the problem-solving team shall review progress monitoring data from the intervention and other relevant information to determine what action is warranted. The team considers a variety of options, including whether to:

- a. continue the general education intervention because the student is making adequate progress but needs more time to reach goals;
- b. continue the intervention in a modified form;
- c. explore services or programs outside of special education (such as Title I of the Elementary and Secondary Education Act, including English language programs; Section 504 accommodations; counseling); or
- d. make a referral to consider a special education evaluation.

Although problem-solving activities are an important part of the system, they cannot be used to delay processing a referral for consideration of a special education evaluation where immediate action is warranted. Either a parent or a public agency may initiate a request for an initial evaluation.

#### **Section 4. Referral to Consider a Special Education Evaluation**

##### **A. Evaluation Team**

The evaluation team is the group of people established by the IDEA 2004 that has the responsibility for making decisions regarding evaluation, assessments, and eligibility. The composition of the evaluation team will vary depending on the nature of the student's suspected disability and other relevant factors. The evaluation team shall include the same membership (although not necessarily the same individuals) as the IEP team and other professionals as needed to ensure that appropriate, informed decisions are made.

Unlike an IEP team, an evaluation team has the flexibility of conducting business with or without a meeting. The case manager can gather input from evaluation team members in a variety of ways. The parent and/or adult student shall be included in the evaluation team and shall be given the opportunity to indicate whether he or she wishes the team to hold a meeting with all members attending.

##### **B. Referrals to Consider Special Education**

The procedure for handling referrals to consider a special education evaluation for students suspected of having a disability includes the following:

1. Unless immediate action is warranted and documented, a referral to consider a special education evaluation is sent to the evaluation team *after* the problem-solving team has determined:

- a. the student's response to research-based interventions in general education (or age-appropriate activities for preschool) has not resulted in adequate progress; and
  - b. language and cultural issues are not the main source of the student's academic or behavioral discrepancy from peers.
2. A *Referral to Consider a Special Education Evaluation/Reevaluation* form shall be completed.
  3. Procedural safeguards are activated when a referral is made to consider a special education evaluation. If the referral came from someone other than the parent and/or adult student (see Glossary) the parent and/or adult student shall be notified. In either case, the parent and/or adult student shall be provided with a copy of the *Procedural Safeguards Notice*. At the same time, the parent and/or adult student shall be afforded an opportunity to provide input regarding the need for and scope of the initial evaluation, including the opportunity to hold a meeting if desired.
  4. The evaluation team (including the parent and/or adult student) reviews all available records, including family and health history, past school experiences, the results of general education interventions, and previous assessments and evaluations. The evaluation team shall decide what additional assessments, if any, are needed. This review and determination process can take place at a face-to-face meeting of the evaluation team or through an alternate format, unless the parent and/or adult student desires that a meeting be held.
    - a. If the evaluation team determines that an evaluation is warranted, written notice shall be provided to the parent and/or adult student and written consent shall be obtained from the parent and/or adult student.
    - b. If the evaluation team determines that an evaluation is not warranted at this time, the team should seek other avenues for services to meet the student's needs. The person initiating the referral, if other than the parent and/or adult student, may be informed as to why the evaluation is not being conducted. Written notice of the district's refusal to evaluate a student for special education services shall be provided to the parent and/or adult student when he or she makes a referral for a special education evaluation and the district determines that the evaluation is not warranted.

Note: Districts are prohibited from requiring that a student obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school, receiving an evaluation, or receiving services under the IDEA 2004.

See Chapter 4 for more information on evaluation and eligibility.

**Chapter 4**  
**EVALUATION AND ELIGIBILITY**

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**Chapter 4**  
**EVALUATION AND ELIGIBILITY**

Chapter 3 discusses child find procedures used to locate and identify students with suspected disabilities. This chapter contains the requirements for the special education evaluation and eligibility process, from referral to consider special education through to the determination of eligibility. The Idaho State Department of Education has provided state eligibility criteria for special education services for eligibility consistent with the Individuals with Disabilities Education Act for districts to use while determining eligibility.

**Section 1. Evaluation Team**

The evaluation team is a group of people outlined by IDEA 2004 with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the individualized education program (IEP) team (although not necessarily the same individuals) and other qualified professionals as needed to ensure that appropriate and informed decisions are made. The specific composition of the evaluation team reviewing existing data will vary depending upon the nature of the student's suspected disability and other relevant factors. The parent and/or adult student is a member of the evaluation team and shall be provided an opportunity to provide input and participate in making team decisions. The evaluation team may conduct its review without a meeting unless the parent /adult student requests that a meeting be held.

Additional Membership Requirements:

The determination of whether a student suspected of having a *learning disability* shall be made by the student's parents and a team of qualified professionals, which shall include:

- The student's regular teacher; or if the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; and
- At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

**Section 2. Purpose of an Evaluation**

The purpose of the evaluation process is to determine the eligibility of a student for special education services. This pertains to both initial determination and three year review of eligibility, or re-evaluation. It is also a process for gathering important information about a student's strengths and needs. An evaluation process should include a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by the parent.

### A. Definitions

Although the terms “evaluation” and “assessment” are often interchanged, there are significant differences between the meaning of the two terms. In an effort to clarify, the terms are defined as follows:

1. **Evaluation** refers to procedures used to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs. The screening of a student by a teacher or specialist to determine appropriate *instructional* strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.
2. **Assessment** is integral to the evaluation process and includes the formal or informal processes of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. A test is one method of obtaining credible information within the assessment process. Tests may be standardized or non-standardized, criterion-referenced (e.g. curriculum-based measures) or norm-referenced, and usually elicit responses from students to situations, questions, or problems to be solved. Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations and interventions, and other formal or informal data.

### B. Evaluation Components

The district shall conduct a full and individual initial evaluation before the provision of special education and related services are provided to a student suspected of having a disability. A parent or a public agency may initiate a request for an initial evaluation to determine eligibility.

This initial evaluation will consist of procedures to determine whether:

1. the student has a disability according to the established Idaho Criteria;
2. the student’s condition adversely affects academic performance; and
3. the student needs special education, that is, specially designed instruction and related services;

In addition, the information from the evaluation can be used to consider the following:

1. the nature and extent of special education and related services needed by the student in order to participate and progress in the general education curriculum or curriculum aligned to the Idaho Content Standards or the Idaho Early Learning Standards; and
2. the least restrictive environment (LRE) for the student.



The above information also pertains to evaluations for determining Part B eligibility for children transitioning from the Infant/Toddler Program.

### **Section 3. Written Notice and Consent for Assessment**

Written notice shall be provided and informed consent shall be obtained before assessments are administered to a student as part of an evaluation.

#### **A. Written Notice Requirements**

Written notice shall be provided to the parent and/or adult student within a reasonable time before the district proposes to initiate the evaluation or re-evaluation of a student. Written notice shall be in words understandable to the general public. It shall be provided in the native language or other mode of communication normally used by a parent or adult student unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the district shall take steps to ensure the following:

1. The notice is translated orally or by other means in the native language or other mode of communication;
2. The parent or adult student understands the content of the notice; and
3. There is written evidence that the above two requirements have been met.

The written notice shall *include* the following:

1. a description of the evaluation or reevaluation proposed or refused by the district;
2. an explanation of why the district proposes to evaluate or reevaluate the student;
3. a description of any other options the district considered and the reasons why those options were rejected;
4. a description of each assessment procedure, test, record, or report that the district used as a basis for the proposed or refused evaluation or reevaluation;
5. a description of any other factors relevant to the evaluation or reevaluation;
6. a statement that the parent or adult student has special education rights and how to obtain a copy of the *Procedural Safeguards Notice*; and

7. sources for parents to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

Written notice shall be *provided* to the parent and/or adult student within a reasonable time in the following instances:

1. to conduct any assessments for initial evaluation or reevaluation
2. to explain refusal to initiate assessment
3. when the evaluation team determines that additional assessments are not required

See Chapter 11 for more information on written notice.

### **B. Consent Requirements**

#### Definition of Consent

Consent means that the parent and/or adult student:

1. has been fully informed in his or her native language or other mode of communication of all information relevant to the assessment for which consent is sought;
2. understands and agrees in writing (as indicated by signature) to the activities described; and
3. understands that granting of consent is voluntary on the part of the parent. A parent or/adult student who has provided consent shall understand that granting consent is voluntary and may be revoked in writing at any time *before* the assessment. However, once the assessment has been completed, revocation of consent cannot be used to have the assessment disregarded.

#### Consent for initial evaluation

1. Informed written consent shall be obtained from the parent or adult student before the district conducts assessments as a part of an initial evaluation of the student to determine if he/she qualifies as a child with a disability;
2. Parental consent for initial evaluation should not be construed as consent for initial provision of special education and related services;
3. The school district shall make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child has a disability and to identify the educational needs of the child. If a parent refuses consent, the district does not violate its obligation to provide FAPE if it declines to pursue the evaluation.

4. If the child is a ward of the State and is not residing with the child's parent, the district is not required to obtain informed consent from the parent for an initial evaluation to determine eligibility if,
  - a. despite reasonable efforts to do so, the district cannot locate the parent;
  - b. the rights of the parents of the child have been terminated in accordance with Idaho law; or
  - c. the rights of the parent to make educational decisions have been subrogated by a judge in accordance with Idaho law and consent for initial evaluation has been given by an individual appointed by the judge to represent the child
5. If a district is using the Response to Intervention process to determine eligibility the district shall promptly request consent to evaluate the student
  - a. Whenever the parent requests an evaluation during the RTI process.
  - b. At such time that the problem solving team has determined that the student is suspected of having a disability and shall be considered for special education services.

Note: If using an RTI process, there shall be documentation that the parent of the student was notified about the State's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided, the strategies for increasing the student's rate of learning, and the parent's right to request an evaluation. This documentation should be a part of the RTI process and may be documented on the intervention plan used by the district.

#### Consent and/or Written Notice for Reevaluation

1. Written consent shall be sought for reevaluation that requires new assessments. Reevaluation consisting of review of existing data requires written notice.
2. If the parent refuses to consent to the reevaluation, the district is not required to, but may pursue the reevaluation using mediation or a due process hearing. If the district pursues the override provision and that results in consent to assess, or if a hearing officer's decision indicates that assessment is appropriate and there is no appeal, then the student may be assessed. However, the district does not violate its obligations to provide FAPE if it declines to pursue the evaluation.
3. Informed parental consent need not be obtained if the public agency can demonstrate through documentation that it made reasonable efforts to obtain consent and the child's parent has failed to respond.

**C. When Consent Is Not Required**

Parental consent is *not* required for:

1. the review of existing data as part of an evaluation or reevaluation;
2. the administration of a test or other assessment that is administered to all students, unless consent is required of parents of all students;
3. teacher or related service provider observations, ongoing classroom evaluations, or criterion-referenced tests that are used to determine the student's progress toward achieving goals on the IEP; and
4. screening by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.

**D. Refusing Consent or Failure to Respond to a Request for Consent**

1. The parent and/or adult student can refuse consent for general areas of assessment, for specific procedures, or for assessment altogether.
2. For an initial evaluation, if consent is refused or the parent and/or adult student fails to respond, the student cannot be assessed. However, the district may request SDE mediation or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates that assessment is appropriate and there is no appeal, then the student may be assessed. However, the district does not violate its obligations to provide FAPE if it declines to pursue the evaluation. *The district shall not initiate initial provision of services without written consent from the parent and shall not pursue due process for initial provision of services.*
3. If a parent of a child who is home schooled or placed in a private school by the parents at their own expense does not provide consent for initial evaluation or reevaluation, or the parent fails to respond to a request to provide consent, the district may not use mediation or due process procedures in order to gain consent and the district is not required to consider the child eligible for services.

Note: A district shall not use a parent's refusal for consent to one service or activity to deny the parent or student any other service, benefit, or activity.

See Chapter 11 for more information on consent and reasonable efforts.

**E. Timeline**

The time between receiving written consent for initial assessment and implementing the IEP cannot exceed 60 calendar days, excluding periods when regular school is not in session for five or more consecutive school days. With the exception that the meeting to develop the IEP shall be held within 30 days of a determination that the student needs special education and related services.

In unusual circumstances, all parties may agree in writing to an extension of the 60-day period for the purpose of initial assessment. These circumstances may include the following:

1. The child enrolls in a school in another school district after the 60-day timeline began and prior to the determination by the child's eligibility in the previous school district. If the new school district is making sufficient progress in determining eligibility, the parent and district may agree to a different timeline.
2. The parent repeatedly fails or refuses to produce the student for an evaluation after the district has made reasonable efforts to schedule an evaluation.

**Section 4. Information from Other Agencies or Districts**

Consent for release of information shall be received before the district seeks to obtain information about the student from other agencies. Upon receipt of consent, the case manager will send letters requesting information to individuals or agencies that have relevant information about the student. A copy of the signed consent form for release of information shall be included with the letters and a copy shall be retained in the student's confidential file. Sources of this additional information may include records from health and social service agencies, private preschool programs, legal service agencies, and non-school professionals such as physicians, social workers, and psychologists.

Federal laws and regulations do not require consent for the district to:

1. request information from other districts that the student has attended; or
2. send information to other districts in which the student intends to enroll.

For children transferring from the Infant-Toddler Program (ITP), eligibility shall be determined and the IEP developed by the date that the child turns 3 years of age. See Chapter 5 and Appendix 5C for additional information on collaboration with the ITP throughout the transition process.

### **Section 5. Evaluation and Eligibility Determination Procedures**

#### **A. Areas to Assess**

The student shall be assessed in all areas related to the suspected disability, which includes functional, developmental, and academic skills needed to participate and progress in the general education curriculum. If needed, qualified personnel shall conduct an individual assessment of assistive technology needs, including a functional evaluation in the individual's customary environment. The evaluation of each student with a disability shall be sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student may be classified. If secondary transition services are needed, appropriate transition assessments shall be conducted.

Evaluation teams shall be especially mindful of cultural and linguistic differences during the evaluation and eligibility process. Caution is advised in the selection of informal or formal assessments that are nonbiased, administration of assessments, interpretation, and application of outcomes in order to appropriately identify culturally or linguistically diverse students for special education services.

See Appendix 4 for more guidance on determining eligibility for culturally and linguistically diverse students.

#### **B. Determination of Needed Initial or Reevaluation Data**

As part of an initial evaluation or reevaluation, the evaluation team will review existing evaluation data depending on the student's suspected disability and other relevant factors including:

1. assessments and information provided by the parent and/or adult student concerning the student;
2. current classroom-based assessments and observations, and/or data regarding the student's response to scientific research-based interventions;
3. observations by teachers and related service providers; and
4. results from statewide and district wide testing.

Based on that review, and input from the parent and/or adult student, the evaluation team will decide on a case-by-case basis what additional data, if any, are needed to determine:

1. whether the student meets eligibility criteria for special education;

2. the student's present levels of performance, including academic achievement and related developmental needs of the student
3. whether the student needs special education and related services; or
4. whether any additions to the special education and related services are needed to enable the student to:
  - a. meet the measurable annual goals set out in the student's IEP and
  - b. participate, as appropriate, in the general education curriculum (for preschool students, to participate in appropriate activities).

If the evaluation team determines additional assessments are not required for the purpose of determining whether the student meets eligibility criteria during an evaluation or a reevaluation, the district shall provide written notice to the parent and/or adult student of the decision and the reasons for that decision. The parent and/or adult student shall also be informed of his or her right to request assessments to determine eligibility and to determine the child's educational needs.

### **C. Assessment Procedures and Instruments**

The district shall ensure the evaluation or reevaluation meets the following requirements:

1. The child shall be assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, motor abilities, and transition needs.
2. Assessments and other materials shall be selected and administered so as not to be discriminatory on a racial or cultural basis.
3. Assessments and other materials shall be provided and administered in the student's native language and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally and functionally unless it is not feasible to do so. Attempts to provide a qualified examiner in the student's native language or mode of communication shall be documented.

In all direct contact with a student, the language normally used by the student in the home or learning environment shall be used. For an individual with deafness or blindness, or for an individual with no written language, the mode of communication is that which is normally used by the individual (e.g., sign language, Braille, or oral communication).

4. Materials used to assess a student with limited English proficiency shall be selected and administered to ensure that they measure the extent to which the student has a disability

and needs special education, rather than solely measuring the student's English language skills. (See Appendix 4C for further information.)

5. A variety of assessment tools and strategies shall be used to gather relevant academic, developmental and functional information about the student, including information provided by the parent and/or adult student and information related to enabling the student to be involved in and progress in the general education curriculum (or, for a preschooler, to participate in appropriate activities).
6. Assessments are used for the purposes for which the assessments or measures are valid and reliable.
7. Assessments shall be administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
8. Assessments and other evaluation materials shall include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient or standard score.
9. Assessments shall be selected and administered to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those are the factors that the test purports to measure).
10. No single measure or assessment may be used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student.
11. The district shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.
12. The district shall provide and use assessment tools and strategies that produce relevant information that directly assists persons in determining the educational needs of the student.
13. All services and assessments shall be provided at no expense to the parent and/or adult student.
14. Assessments of children with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with the child's prior and subsequent schools to ensure prompt completion of the full evaluation.



15. The evaluation shall be sufficiently comprehensive to identify all of the child's special education and related service needs, whether or not commonly linked to the disability category.

#### **D. Eligibility Determination**

Upon completion of the student's evaluation or reevaluation, the evaluation team will consider the findings and determine whether the student meets or continues to meet eligibility criteria found in Section 7 of this chapter. The evaluation team will draw upon information from a variety of sources, including aptitude and achievement tests, parent and/or adult student input, teacher input, physical condition, social or cultural background, adaptive behavior, and functional assessments to interpret evaluation data and determine eligibility

#### **Special Rule for Eligibility Determination**

A student cannot be identified as a student with a disability if the primary reason for such a decision is:

1. lack of appropriate instruction in reading, including the essential components of reading instruction as defined by the Elementary and Secondary Education Act—phonemic awareness, phonics, vocabulary development, reading fluency, including oral reading skills and reading comprehension strategies,
2. lack of appropriate instruction in math, or
3. Limited English Proficiency.

#### Related Services:

Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education. An IEP team may determine that a student found eligible for special education has a need for a related service. However, if a student with a disability needs only a related service and not special education, then the student is not eligible for the related service, unless it is considered to be special education under state standards, as in the case of speech therapy and language therapy.

#### **E. The Eligibility Report**

The evaluation team shall prepare an *Eligibility Report* and provide a copy of the report to the parent and/or adult student.

The *Eligibility Report* shall include:

1. names and positions of all evaluation team members;

2. all data on the student as required in the State Eligibility Criteria for the area of suspected disability.
3. confirmation and supporting data that the disability is not due to lack of appropriate instruction in reading, including the essential components of reading —phonemic awareness, phonics, vocabulary development, reading fluency, including oral reading skills and reading comprehension strategies or math;
4. confirmation and supporting data that the disability is not due to Limited English Proficiency;
5. information about how the student’s disability adversely affects his or her educational performance;
6. information regarding the student’s need for specially designed instruction (special education and related services);
7. the date of the eligibility determination; and
8. the name and position of all those administering assessments.
9. In the case of Learning Disability eligibility determination, certification in writing that the report reflects each member’s conclusions, (agreement) and in the case of disagreement with the conclusions a written statement shall be attached to the eligibility report presenting the dissenting team member’s conclusions.

### **Section 6. Reevaluation and Continuing Eligibility**

#### **A. Reevaluation Requirements**

The district shall ensure that an individual reevaluation of each student with a disability is conducted in accordance with all the required evaluation procedures outlined in this chapter.

A Reevaluation:

1. shall occur at least once every 3 years unless the parent and/or adult student and the district agree in writing that a 3-year reevaluation is not necessary. However, an updated Eligibility Report, documenting all eligibility criteria, shall be completed by the reevaluation due date to establish and document continuing eligibility;
2. a reevaluation is not required more than once per year unless the parent or/adult student and the district agree otherwise. If the parent makes a request within the year and the district does not agree, the district shall send written notice of refusal.

The district shall ensure a reevaluation is conducted if:

1. it is determined that the education or related service needs, including academic achievement and functional performance, of the student warrants a reevaluation; or
2. if the parent and/or adult student or the student's teacher requests a reevaluation.

**B. Reevaluation Prior to Discontinuation**

1. The district shall evaluate a student with a disability before determining that the student is no longer eligible for special education.
2. Reevaluation is not required in the following two circumstances:
  - a. before the termination of a child's eligibility due to graduation, if the student meets comparable academic requirements that are equally as rigorous as those required of non-disabled students and receives a regular diploma.
  - b. the student has reached the end of the semester in which he or she turns 21 years of age;

Note: Although a reevaluation is not required in these two cases, the district shall provide the child with a summary of his or her academic achievement and functional performance, including recommendations on how to assist the child in meeting his or her post school goals.

**C. Informing the Parent and/or Adult Student**

Approximately one month before the reevaluation is due, contact shall be made with the parent and/or adult student informing him or her that:

1. the reevaluation will be scheduled within the month, unless the district and parent and/or adult student agree it is unnecessary;
2. input will be sought from the parent and/or adult student; and
3. the reevaluation process may be accomplished without a meeting, although the parent and/or adult student has the option of requesting a meeting.

**D. Nature and Extent of Reevaluation**

Before any reassessment of the student, the evaluation team will determine the nature and extent of the student's needs by reviewing existing data. See Section 5 of this chapter for more information regarding the determination of needed data.

1. No Additional Information Needed

- a. If the evaluation team decides that no additional assessments are needed to determine whether the student continues to be a student with a disability, the district shall provide written notice to the parent and/or adult student of his or her right to request further assessment to determine whether the student continues to have a disability for the purpose of services under the IDEA.
- b. If the parent and/or adult student requests an additional assessment to determine whether the student continues to have a disability under the IDEA 2004, then the district shall conduct the assessment.
- c. If the parent and/or adult student requests an additional assessment for reasons other than eligibility, such as admission to college, then the district shall consider the request and provide written notice of its decision.

2. Additional Assessments Needed

Based on recommendations from the evaluation team, the district will seek consent to administer the needed assessments and provide the parent and/or adult student with information regarding proposed assessments. If the parent and/or adult student fails to respond after the district has taken reasonable measures to obtain consent for assessments as part of a reevaluation, the district may proceed with the assessments. See section 3B of this chapter for a definition of reasonable measures.

If the parent and/or adult student denies consent to reassess, the student cannot be assessed. However, the district may request mediation or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates the assessment is appropriate and there is no appeal, then the student may be assessed. All reevaluation procedures shall be provided at no cost to the parent and/or adult student.

**E. Eligibility Report for Reevaluations**

The evaluation team will consider evaluation findings and determine whether the student continues to have a disability.

The evaluation team is required to prepare an *Eligibility Report* detailing how review of existing data demonstrates that the student continues to meet eligibility requirements even if no new assessments were conducted. The report shall address each required eligibility component and include results of previous assessments if they are being used to determine eligibility. Refer to Section 5 of this chapter for *Eligibility Report* requirements.

### Section 7. State Eligibility Criteria

The district will use the eligibility criteria and assessment procedures set forth by the SDE for placement in special education. This section contains a definition and the eligibility criteria for each specific disability that shall be used to determine whether an individual qualifies as a student with a disability in need of special education.

All disabilities except Learning Disability (LD) and Developmental Delay (DD) are applicable for students 3 through 21 years of age. For Learning Disability, students must be legal kindergarten age through 21 years. Only students ages 3 through 9 can be identified in the Developmental Delay (DD) category. Use of the DD category is optional for the district. If the district elects to use the DD category, it will use the 3 through 9 age range and the criteria outlined in this chapter.

#### Three-Prong Test of Eligibility

To demonstrate eligibility for special education services all three of the following criteria shall be met and documented. This is often called the three-prong test for eligibility.

The Eligibility Report shall document each of the following three criteria:

1. the eligibility requirements established by the state for a specific disability are met;
2. the disability must have an adverse impact on the student's education, **and**
3. the student must need special education in order to benefit from his or her education.

Meets State Eligibility Requirements: The state eligibility requirements for specific disabilities are listed in this chapter.

Experiences Adverse Effect on Educational Performance: The term "adverse effect on educational performance" is broad in scope. An adverse effect is a harmful or unfavorable influence. Educational performance includes both academic areas (reading, math, communication, etc.) and nonacademic areas (daily life activities, mobility, pre-vocational and vocational skills, social adaptation, self-help skills, etc.). Consideration of all facets of the student's condition that adversely affect educational performance involves determining

any harmful or unfavorable influences that the disability has on the student's academic or daily life activities.

**Needs Special Education:** Special education is specially designed instruction, provided at no cost to the parents, to meet the unique needs of the child with a disability. Specially designed instruction means adapted, as appropriate to meet the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability and to ensure access of the child to the general curriculum so that he or she can meet Idaho Content Standards that apply to all students.

#### A. Autism

**Definition:** Autism is a developmental disability, generally evident before age 3, significantly affecting verbal and nonverbal communication and social interaction, and adversely affecting educational performance. A student who manifests the characteristics of autism after age 3 could be diagnosed as having autism. Other characteristics often associated with autism include, but are not limited to, engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. Characteristics vary from mild to severe as well as in the number of symptoms present. Diagnoses may include, but are not limited to, the following autism spectrum disorders: Childhood Disintegrative Disorder, Autistic Disorder, Asperger's Syndrome, or Pervasive Developmental Disorder: Not Otherwise Specified (PDD:NOS).

**State Eligibility Criteria for Autism:** An evaluation team will determine that a student is eligible for special education services as a student with autism when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student has a developmental disability, generally evident before age 3, that significantly affects verbal and nonverbal communication and social interaction.
3. The student is diagnosed as having a disorder in the autism spectrum by a school psychologist and a speech-language pathologist; or by a psychiatrist, a physician, or a licensed psychologist.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

## **B. Cognitive Impairment**

**Definition:** Cognitive impairment is defined as significantly sub-average intellectual functioning that exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period, and adversely affect the student's educational performance.

**State Eligibility Criteria for Cognitive Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a cognitive impairment when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student has a full-scale intelligence standard score (IQ) at or below 70, plus or minus the standard error of measurement (at the 95 percent confidence level) of the test being used. This determination is made by a qualified psychologist using an individually administered intelligence test.
3. The student exhibits concurrent deficits in adaptive functioning expected for his or her age in at least two of the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, self-direction, functional academic skills, work, leisure, health, or safety.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

Caution is advised when assessing students with cultural and language issues to prevent inappropriate identification of these students as having a cognitive impairment. When determining eligibility, tests measuring intellectual ability shall be used with care; that is, only those tests designed and normed for the population being tested may be used. Tests measuring intellectual ability that are translated into another language by the examiner or an interpreter yield invalid test results and shall not be used. Evaluation teams shall consider using nonverbal tests of intellectual ability when the student is culturally or linguistically diverse.

## **C. Deaf-Blindness**

**Definition:** A student with deaf-blindness demonstrates both hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be appropriately educated with special education services designed solely for students with deafness or blindness.

**State Eligibility Criteria for Deaf-Blindness:** An evaluation team will determine that a student is eligible for special education services as a student with deaf-blindness when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student exhibits simultaneous hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.
3. The student is diagnosed by an optometrist or ophthalmologist for vision loss and by an otologist, audiologist, or physician for hearing loss to make a final diagnosis as deaf-blindness.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

#### **D. Deafness**

**Definition:** Deafness is a hearing impairment that adversely affects educational performance and is so severe that with or without amplification the student is limited in processing linguistic information through hearing.

**State Eligibility Criteria for Deafness:** An evaluation team will determine that a student is eligible for special education services as a student who is deaf when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student exhibits a severe hearing impairment that hinders his or her ability to process linguistic information through hearing, with or without amplification.
3. The student has been diagnosed by an otologist, audiologist, or physician as deaf.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

#### **E. Developmental Delay**

**Definition:** The term developmental delay may be used only for students ages 3 through 9 who are experiencing developmental delays as measured by appropriate diagnostic instruments and procedures in one or more of the following areas:



1. cognitive development – includes skills involving perceptual discrimination, memory, reasoning, academic skills, and conceptual development;
2. physical development – includes skills involving coordination of both the large and small muscles of the body (i.e., gross, fine, and perceptual motor skills);
3. communication development – includes skills involving expressive and receptive communication abilities, both verbal and nonverbal;
4. social or emotional development – includes skills involving meaningful social interactions with adults and other children including self-expression and coping skills;  
or
5. adaptive development – includes daily living skills (e.g., eating, dressing, and toileting) as well as skills involving attention and personal responsibility.

The category of developmental delay should not be used when the student clearly meets the eligibility criteria for another specific disability category.

A student cannot qualify for special education services under developmental delay beyond his or her 10th birthday unless he or she has been determined to be eligible as having a disability other than developmental delay.

**State Eligibility Criteria for Developmental Delay:** An evaluation team may determine that a student is eligible for special education services as a student with a developmental delay when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student is at least 3 years of age but less than 10 years of age.
3. The student has developmental and/or learning problems that are not primarily the result of limited English proficiency, cultural difference, environmental disadvantage, or economic disadvantage.
4. The student meets either of the following two criteria, in one or more of the broad developmental areas listed below.

Criteria:

- a. The student functions at least 2.0 standard deviations below the mean in one broad developmental area (30 percent delay in age equivalency, or functions at or below the 3rd percentile)

- b. The student functions at least 1.5 standard deviations below the mean in two or more broad developmental areas (25 percent delay in age equivalency, or functions at or below the 7th percentile)

Broad Developmental Areas:

- a. cognitive skills (e.g., perceptual discrimination, memory, reasoning, pre-academic, and conceptual development);
  - b. physical skills (i.e., fine, gross, and perceptual motor skills);
  - c. communication skills (i.e., including verbal and nonverbal, and receptive and expressive);
  - d. social or emotional skills; or
  - e. adaptive skills, including self-help skills.
5. The student's condition adversely affects educational performance.
  6. The student needs special education.

**F. Emotional Disturbance**

**Definition:** A student with emotional disturbance has a condition exhibiting one or more of the following characteristics over a long period of time, and to a marked degree, that adversely affects his or her educational performance:

1. an inability to learn that cannot be explained by intellectual, sensory, or health factors;
2. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
3. inappropriate types of behavior or feelings under normal circumstances;
4. a general pervasive mood of unhappiness or depression; or
5. a tendency to develop physical symptoms or fears associated with personal or school problems.

The term *does not* include students who are socially maladjusted unless it is determined they have an emotional disturbance. The term emotional disturbance *does* include students who are diagnosed with schizophrenia.

**State Eligibility Criteria for Emotional Disturbance:** An evaluation team will determine that a student is eligible for special education services as a student with emotional disturbance when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student has been documented as having an emotional condition consistent with the criteria in this chapter by one or more of the following: school psychologist, licensed psychologist, psychiatrist, physician, or certified social worker.
3. The student has been observed exhibiting one or more of the five behavioral or emotional characteristics listed in the definition of emotional disturbance.
4. The characteristic(s) has been observed:
  - a. for a long period of time (at least 6 months); and
  - b. by more than one knowledgeable observer; and
  - c. in more than one setting; and
  - d. at a level of frequency, duration, and/or intensity that is significantly different from other students' behavior in the same or similar circumstances.
5. The student's condition adversely affects educational performance in the area of academics, peer and teacher interaction, participation in class activities, and/or classroom conduct.
6. The student needs special education.  
See Appendix 4A for additional information on determining eligibility for Emotional Disturbance.

#### **G. Health Impairment**

**Definition:** A student classified as having a health impairment exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems. These health problems may include, but are not limited to, asthma, attention deficit disorder (ADD), attention deficit hyperactivity disorder (ADHD), cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome, and stroke to such a degree that it adversely affects the student's educational performance.

A student with ADD/ADHD may also be eligible under another category (generally learning disability or emotional disturbance) if he or she meets the criteria for that other category and needs special education and related services. All students with a diagnosis of ADD/ADHD are not necessarily eligible to receive special education under the IDEA 2004, just as all students who have one of the other conditions listed under health impairment are not necessarily eligible, unless it is determined to adversely affect educational performance and require special education.

**State Eligibility Criteria for Health Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a health impairment when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems.
3. The student has been diagnosed by a physician as having a health impairment. In the case of ADD/ADHD, an educational determination may be provided by a school psychologist or a licensed psychologist.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

#### **H. Hearing Impairment**

**Definition:** A hearing impairment is a permanent or fluctuating hearing loss that adversely affects a student's educational performance but is not included under the category of deafness.

**State Eligibility Criteria for Hearing Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a hearing impairment when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student does not qualify as deaf.
3. The student is diagnosed by an otologist, audiologist or physician as having a hearing impairment.
4. The student's condition adversely affects educational performance.

5. The student needs special education.

### **I. Learning Disability**

**Definition:** A learning disability means a specific disorder of one or more of the basic psychological processes involved in understanding, or in using spoken or written language, that may manifest itself in an impaired ability to listen, think, speak, read, write, spell, or do mathematical calculations, which adversely affects the student's educational performance. It is not necessary to identify the specific psychological processes that a student has, as long as the student meets the State Eligibility Criteria.

The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term does not include a student who has needs that are primarily the result of visual, hearing, or motor disabilities; cognitive impairment; emotional disturbance; or environmental, cultural, or economic disadvantage.

For learning disability, students must be within the range of legal kindergarten age through the semester that they turn 21.

**State Eligibility Criteria for Learning Disability:** An evaluation team will determine that a student is eligible for special education services as a student with a learning disability when all of the following criteria are met and documented on the eligibility report. The documentation of Learning Disability requires an additional form (400a & 400b) used to address the additional requirements.

#### 1. Requirements for Learning Disability

There are two ways to determine eligibility for students with a Learning Disability: *either* Response to Intervention (RTI) or the traditional discrepancy model. Regardless of the process used for identification the following criteria shall be met and documented:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The child has not achieved adequately for the child's age or has failed to meet Idaho Content Standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the child's age or Idaho Content grade-level Standards.
  - (1) Oral expression
  - (2) Listening comprehension
  - (3) Written expression
  - (4) Basic reading skills

- (5) Reading fluency skills
  - (6) Reading comprehension
  - (7) Mathematics calculation
  - (8) Mathematics problem solving
- c. To ensure that underachievement is not due to a lack of appropriate instruction in reading or math, the team shall consider:
- (1) data that demonstrate that prior to, or as part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
  - (2) data-based documentation of repeated assessments of achievement at reasonable intervals, that reflect student progress during instruction, have been provided to the parent. In Idaho, this refers specifically to the use of local or national progress monitoring systems (e.g. district CBMs, AimsWEB, DIBELS).
- d. An observation of the student's academic performance and behavior in the child's learning environment, (including the regular classroom setting), has been conducted by an evaluation team member other than the student's general education classroom teacher. The purpose of the observation is to document how the areas of concern impact the student's performance in the classroom. The observation should also document the name and title of the observer and the site, date, and duration of the observation. The team shall decide to:
- (1) use information from an observation in routine classroom instruction and monitoring of the child's performance that was conducted before the child was referred for an evaluation or;
  - (2) have at least one member of the team conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation, and parental consent has been obtained.
  - (3) In the case of a student who is out of school, a team member shall observe the student in an environment appropriate for a student of that age.
- e. The team shall determine the student's difficulty is not primarily the result of any of the following factors:
- (1) visual, hearing, or motor disability
  - (2) cognitive impairment
  - (3) emotional disturbance
  - (4) cultural factors
  - (5) environmental or economic disadvantage

(6) Limited English Proficiency

- f. The student's disability adversely affects his or her educational performance.
- g. The student needs special education.

**2. Additional Requirements Specific to Response to Intervention**

Eligibility for special education through the RTI process is substantiated by the convergence of data from the general education interventions *and* other sources, which may include record reviews, interviews, observations, and tests (formal and informal).

In addition to the required learning disability eligibility criteria listed above in Section A, the evaluation team shall make a determination using a convergence of multiple sources of data that demonstrate the following:

- a. Resistance to General Education Intervention: The student has demonstrated significant resistance to general education interventions.
- b. Discrepancy: The student has a discrepancy from peers' performance in the area of concern as evidenced by two or more measures

Resistance to General Education Intervention

The student has demonstrated significant resistance to general education interventions. The student's actual rate of learning is lower than reasonably expected rate of learning, despite scientific, research-based interventions that have been attempted for an adequate period (generally deemed 8-12 weeks).

Significant resistance means that there must be evidence that the problem is

- a. ongoing and severe; and
- b. the student requires resources beyond those available in general education alone to adequately benefit from instruction.

The significant resistance to general education interventions shall be documented in an intervention plan and on a progress monitoring graph, indicating aimline, trendline, phaseline, and decision rules.

See Appendix 4D for additional information on RTI Components.

Discrepancy:

The student has a discrepancy from peers' performance in the area of concern as evidenced by two or more measures, with at least one measure being curriculum based measurements, (CBM) or national progress monitoring systems with cut scores (i.e. DIBELS, Aimsweb).

1. Curriculum Based Measurement: The evaluation team shall identify the type of norm being applied, i.e., school, district, regional, or national norm. The student's median score on a curriculum based measurement shall be one of the following:
  - a. At or below the 16<sup>th</sup> percentile (1.0 SD below ) on material one grade level below the student's current grade placement, e.g., comparing a fourth-grade student to third-grade norms; or
  - b. At or below the 7<sup>th</sup> percentile (1.5 SD below) on material at the student's grade placement, e.g., comparing a fourth-grade student to fourth grade norms.
2. Other Measures:
  - a. The student's score on a nationally normed, standardized test is at least 1.75 standard deviations below the mean (a standard score of 74 or lower).
  - b. The student's median performance is below the median performance of his or her grade-placement peers by a discrepancy ratio of at least 2.0.
  - c. The student's instructional performance is at least two grade-levels below his or her current grade placement.

**Documentation of RTI process** shall be done through an intervention plan and graphs.

The components that shall be represented on the intervention plan are as follows:

- a. the targeted skill, including the present level of performance and a measurable goal
- b. the scientific, research based intervention used, including intensity, frequency, and duration
- c. evidence that the student does not achieve adequately for his or her age or to meet Idaho grade level Content Standards given interventions typical in general education and a summary of significant resistance to those general education interventions, including that the resistance is on-going and severe and the student requires resources beyond general education alone to benefit from instruction
- d. documentation from two or more measures, one of which is a curriculum based measure, indicating the discrepancy from peers' performance on skills



- e. An observation documenting the student's academic performance and behavior in the areas of concern

The graph shall include, among other relevant components, an aimline, trendline, phaselines, and decision rules.

### 3. Additional Requirements Specific to Traditional Discrepancy Model:

In addition to the required learning disability eligibility criteria listed above in Section A, the evaluation team shall make a determination using assessments and procedures that demonstrate the following:

- a. A Pattern Indicative of a Learning Disability

The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, Idaho Content Standards for the child's age, or intellectual development that is determined by the team, using appropriate assessments, to be indicative of a learning disability; **and**

- b. A Severe Discrepancy between Ability and Achievement

A severe discrepancy exists between intellectual ability and academic achievement when the broad area standard score is equal to or greater than 15 points below a regressed full-scale intellectual ability score. The severe discrepancy must not be due to the effects of any of the exclusionary factors listed in Section 5 of this chapter.

The district shall use the Regressed Intelligence Quotient Scores table, found in the document section of this chapter, or another appropriate regression table or procedure. This conversion chart can be used in determining the regressed intelligence score from which the achievement score is subtracted in arriving at a discrepancy.

### J. Multiple Disabilities

**Definition:** Multiple disabilities are two or more co-existing severe impairments, one of which usually includes a cognitive impairment, such as cognitive impairment/blindness, cognitive impairment/orthopedic, etc. Students with multiple disabilities exhibit impairments that are likely to be life long, significantly interfere with independent functioning, and may necessitate environmental modifications to enable the student to participate in school and society. The term does not include deaf-blindness.

**State Eligibility Criteria for Multiple Disabilities:** An evaluation team will determine that a student is eligible for special education services as a student with multiple disabilities when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student meets eligibility criteria for severe concomitant impairments, the combination of which causes such significant educational problems that the student cannot be accommodated by special education services designed solely for one of the disabilities.
3. The student meets State Eligibility Criteria as outlined for each disability category.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

#### **K. Orthopedic Impairment**

**Definition:** Orthopedic impairment means a severe physical limitation that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly (clubfoot, or absence of an appendage), an impairment caused by disease (poliomyelitis, bone tuberculosis, etc.), or an impairment from other causes (cerebral palsy, amputations, and fractures or burns that cause contracture).

**State Eligibility Criteria for Orthopedic Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with an orthopedic impairment when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student exhibits a severe orthopedic impairment. The term includes congenital anomalies, impairments caused by disease, and impairments from other causes that are so severe as to require special education services.
3. The student has documentation of the condition by a physician or other qualified professional.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

**L. Speech or Language Impairment: Language**

**Definition:** A language impairment exists when there is a disorder or delay in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems. The impairment may involve any one or a combination of the following:

1. the form of language (morphological and syntactic systems);
2. the content of language (semantic systems); and/or
3. the function of language in communication (pragmatic systems).

A language disorder does not exist when language differences are due to non-standard English or regional dialect or when the evaluator cannot rule out environmental, cultural, or economic disadvantage as primary factors causing the impairment.

**State Eligibility Criteria for Language Impairment:** An evaluation team will determine that a student is eligible for special education and related services as a student who has a language impairment when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. At least two procedures, at least one of which yields a standard score, are used to assess receptive language and/or expressive language.
3. The student has attained scores on a standardized measure that are 1.5 standard deviations or more below the mean, or at or below the 7<sup>th</sup> percentile, in either receptive or expressive language.
4. The student's disability adversely affects educational performance.
5. The student needs special education. (Speech/language therapy can be special education or a related service.)

Caution is advised when evaluating a student whose native language is other than English. The acquisition of the English language is not to be mistaken as a language impairment.

**M. Speech or Language Impairment: Speech**

The term speech impairment includes articulation/phonology disorders, voice disorders, or fluency disorders that adversely impact a child's educational performance. The following eligibility criteria and minimum assessment procedures have been established for all three types of speech impairments.

### 1. Articulation/Phonology Disorder

**Definition:** Articulation is the ability to speak distinctly and connectedly. Articulation disorders are incorrect productions of speech sounds including omissions, distortions, substitutions, and/or additions that may interfere with intelligibility. Phonology is the process used in our language that has common elements (sound patterns) that affect different sounds. Phonology disorders are errors involving phonemes, sound patterns, and the rules governing their combinations.

- a. An articulation/phonology disorder exists when:
  - (1) the disorder is exhibited by omissions, distortions, substitutions, or additions;
  - (2) the articulation interferes with communication and calls attention to itself; and
  - (3) the disorder adversely affects educational or developmental performance.
- b. An articulation/phonology disorder does not exist when:
  - (1) errors are temporary in nature or are due to temporary conditions such as dental changes;
  - (2) differences are due to culture, bilingualism or dialect, or from being non-English speaking; or
  - (3) there are delays in developing the ability to articulate only the most difficult blends of sound or consonants within the broad range for the student's age.

**State Eligibility Criteria for Articulation/Phonology Disorder:** An evaluation team will determine that a student is eligible for special education and related services as a student who has an articulation/phonology disorder (speech impairment) when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. At least two procedures are used to assess the student, one of which yields a standard score.
- c. The student must have a score that is at least 1.5 standard deviations below the mean, at or below the 7th percentile, on a standardized articulation/phonological assessment, or the speech impairment is judged as moderate on the standardized measure for students ages 3 through 21 years.
- d. The student's disability adversely affects educational performance.

- e. The student needs special education. (Speech/language therapy can be special education or a related service.)

## 2. Fluency Disorder

**Definition:** A fluency disorder consists of stoppages in the flow of speech that is abnormally frequent and/or abnormally long. The stoppages usually take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

- a. A fluency disorder exists when an abnormal rate of speaking, speech, interruptions, repetitions, prolongations, blockages of airflow and/or voicing interferes with effective communication.
- b. A fluency disorder does not exist when developmental dysfluencies are part of normal speech development and do not interfere with educational or developmental performance.

**State Eligibility Criteria for Fluency Disorder:** An evaluation team will determine that an individual is eligible for special education and related services as a student who has a fluency disorder (speech impairment) when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student has a fluency rating of moderate or severe on the Fluency Communication Rating Scale for student's age 3 through 21 years. See the documents section of this chapter for the Fluency Communication Rating Scale.
- c. The student's disability adversely affects educational performance.
- d. The student needs special education. (Speech/language therapy can be special education or a related service.)

## 3. Voice Disorder

**Definition:** Voice disorders are the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

A student who has a suspected laryngeal-based voice disorder and has not been evaluated by an ear, nose, and throat physician (ENT) (otorhinolaryngologist) may not receive voice therapy services from a speech-language pathologist.

- a. A voice disorder exists when the vocal characteristics of quality, pitch, intensity, or resonance:
  - (1) interfere with communication;
  - (2) draw unfavorable attention to the speaker;
  - (3) adversely affect the speaker or listener; or
  - (4) are inappropriate to the age and gender of the speaker.
- b. A voice disorder does not exist when the vocal characteristics of quality, pitch, intensity, or resonance:
  - (1) are the result of temporary physical factors such as allergies, colds, or abnormal tonsils or adenoids;
  - (2) are the result of regional dialectic or cultural differences or economic disadvantage; or
  - (3) do not interfere with educational or developmental performance.

**State Eligibility Criteria for Voice Disorder:** An evaluation team will determine that a student is eligible for special education and related services as a student who has a voice disorder (speech impairment) when all of the following criteria are met:

- a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
- b. The student has a voice production rating of moderate or severe on the Voice Rating Scale for students aged 3 through 21 years. See the document section of this chapter for the Voice Rating Scale.
- c. A physician's statement documents that voice therapy is not contraindicated.
- d. The student's disability adversely affects educational performance.
- e. The student needs special education. (Speech/language therapy can be special education or a related service.)

See the documents section of this chapter for information on documenting adverse effects on educational performance for students with speech/language disorders.

NOTE: A student may receive speech or language services if he or she under is eligible for special education and needs speech or language services as a related service in order to benefit

from special education without meeting the eligibility criteria for speech and language impairment.

#### **N. Traumatic Brain Injury**

**Definition:** Traumatic brain injury refers to an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

**State Eligibility Criteria for Traumatic Brain Injury:** An evaluation team will determine that a student is eligible for special education services as a student who has a traumatic brain injury when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
2. The student has an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both.
3. The student has documentation of diagnosis by a licensed physician as having a traumatic brain injury.
4. The student's condition adversely affects educational performance.
5. The student needs special education.

#### **O. Visual Impairment Including Blindness**

**Definition:** Visual impairment refers to an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness. Partial sight refers to the ability to use vision as one channel of learning if educational materials are adapted. Blindness refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials.

**State Eligibility Criteria for Visual Impairment:** An evaluation team will determine that a student is eligible for special education services as a student with a visual impairment when all of the following criteria are met:

1. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

2. The student has documentation of a visual impairment, not primarily perceptual in nature, resulting in measured acuity of 20/70 or poorer in the better eye with correction, or a visual field restriction of 20 degrees as determined by an optometrist or ophthalmologist.
3. The student's physical eye condition, even with correction, adversely affects educational performance.
4. The student needs special education.



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## REGRESSED INTELLIGENCE QUOTIENT SCORES

### Instructions:

A conversion table to regress intelligence quotient (IQ) scores is located on the following pages. The table has 4 columns. Column 1 indicates full-scale IQ scores. Columns 2-4 indicate corresponding correlation scores. Follow the instructions below to determine the regressed IQ score to be used in determining whether the 15-point discrepancy between ability and achievement exists.

1. Determine the correlation between the intellectual measure and the achievement measure that was used to assess the student. Correlations are usually stated in the instructor's manual for each test.
2. Determine the appropriate column (2, 3, or 4) to use based on the correlation between the two tests. The table provides correlations at .7, .6, and .5. Use .6 if you cannot find the correlation in the instructor's manual or test literature.
3. Locate the student's full-scale IQ score on the intellectual measure in column 1 of the table.
4. Follow the IQ score across to a correlation score in the appropriate column. That score is the regressed IQ score.
5. Subtract the student's actual achievement standard score from the regressed IQ score.

### Example:

If the correlation between the IQ test and the achievement test is .6 and the student's full-scale score is 86, the student's regressed IQ score would be 92.

Regressed full-scale IQ score	92
<u>Minus achievement standard score</u>	<u>-75</u>
Equals discrepancy	17

**Conversion Table to Regress IQ Scores**

Full-Scale IQ Score	Correlation between full-scale IQ score and achievement scores		
	.7 Correlation	.6 Correlation	.5 Correlation
150	135	130	125
149	134	129	125
148	134	129	124
147	133	128	124
146	132	128	123
145	132	127	123
144	131	126	122
143	130	126	122
142	129	125	121
141	129	125	121
140	128	124	120
139	127	123	120
138	127	123	119
137	126	122	119
136	125	122	118
135	125	121	118
134	124	120	117
133	123	120	117
132	122	119	116
131	122	119	116
130	121	118	115
129	120	117	115
128	120	117	114
127	119	116	114
126	118	116	113
125	118	115	113
124	117	114	112
123	116	114	112
122	115	113	111
121	115	113	111
120	114	112	110
119	113	111	110
118	113	111	109
117	112	110	109
116	111	110	108
115	111	109	108
114	110	108	107
113	109	108	107
112	108	107	106

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Full-Scale IQ Score	.7 Correlation	.6 Correlation	.5 Correlation
111	108	107	106
110	107	106	105
109	106	105	105
108	106	105	104
107	105	104	104
106	104	104	103
105	104	103	103
104	103	102	102
103	102	102	102
102	101	101	101
101	101	101	101
100	100	100	100
99	99	99	100
98	99	99	99
97	98	98	99
96	97	98	98
95	97	97	98
94	96	96	97
93	96	96	97
92	94	95	96
91	94	95	96
90	93	94	95
89	92	93	95
88	92	93	94
87	91	92	94
86	90	92	93
85	89	91	93
84	89	90	92
83	88	90	92
82	87	89	91
81	87	89	91
80	86	88	90
79	85	87	90
78	85	87	89
77	84	86	89
76	83	86	88
75	83	85	88
74	82	84	87
73	81	84	87
72	80	83	86
71	80	83	86
70	79	82	85

## FLUENCY COMMUNICATION RATING SCALE

Student: \_\_\_\_\_

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

	<b>Nondisabling Condition</b>	<b>Mild</b>	<b>Moderate</b>	<b>Severe</b>
<b>Frequency</b>	Frequency of dysfluent behavior is within normal limits for student's age, gender, and speaking situation and/or less than 1 stuttered word per minute.	Transitory dysfluencies are observed in specific speaking situation(s) and/or 1-2 stuttered words per minute.	Frequent dysfluent behaviors are observed in specific speaking situations(s) and/or 4-10 stuttered words per minute.	Habitual dysfluent behaviors are observed in a majority of speaking situations and/or more than 10 stuttered words per minute.
<b>Descriptive Assessment</b>	Speech flow and time patterning are within normal limits. Developmental dysfluencies may be present.	Rate of speech interferes with intelligibility. Sound, syllable, and/or word repetitions or prolongations are present with no other secondary symptoms. Fluent speech periods predominate.	Rate of speech interferes with intelligibility. Sound, syllable, and/or prolongations are present. Secondary symptoms including blocking, avoidance, and physical concomitants may be observed.	Rate of speech interferes with intelligibility, sound, syllable, and/or word repetitions and/or prolongations are present. Secondary symptoms predominate. Avoidance and frustration behaviors are observed.
Comments:				

### VOICE RATING SCALE

Student: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

	<b>Nondisabling Condition</b>	<b>Mild Descriptive</b>	<b>Moderate Descriptive</b>	<b>Severe Wilson Voice Profile Scale</b>
<b>Pitch</b>	Pitch is within normal limits.	There is a noticeable difference in pitch that may be intermittent.	There is a persistent, noticeable inappropriate raising or lowering of pitch for age and gender, or evidence of dysphonia.	+3 Pitch -3 Pitch -2 Pitch +2 Pitch
<b>Intensity</b>	Intensity is within normal limits.	There is a noticeable difference in intensity that may be intermittent.	There is a persistent, noticeable inappropriate increase or decrease in the intensity of speech, or the presence of aphonia.	-3 Intensity +2 Intensity -2 Intensity
<b>Quality</b>	Quality is within normal limits.	There is a noticeable difference in quality that may be intermittent.	There is a persistent, noticeable breathiness, glottal fry, harshness, hoarseness, tenseness, strident, or other abnormal vocal quality.	-2 Laryngeal +3 Laryngeal +2 Laryngeal - 3 Laryngeal
<b>Resonance</b>	Nasality is within normal limits.	There is a noticeable difference in nasality that may be intermittent.	There is a persistent noticeable cul-de-sac, hyper- or hypo-nasality, or mixed nasality.	-2 Resonance +3 Resonance +4 Resonance
<b>Description of Current Physical Condition</b>	No consistent laryngeal pathology; physical factors influencing quality, resonance, or pitch, if present at all, are temporary and may include allergies, colds, or abnormal tonsils and adenoids.	Laryngeal pathology may be present. Physical factors indicated in moderate and/or severe levels may be present.	Probable presence of laryngeal pathology. Physical factors may include nodules, polyps, ulcers, edema, partial paralysis of vocal folds, palatal insufficiency, enlarged/insufficient tonsils and/or adenoids, neuromotor involvement, or hearing impairment.	Physical factors may include: - unilateral or bilateral paralysis of vocal folds - laryngectomy - psychosomatic disorders - neuromotor involvement of larynx muscles, i.e., cerebral palsy
Comments:				

**DOCUMENTATION OF ADVERSE EFFECTS  
ON EDUCATIONAL PERFORMANCE  
FOR STUDENTS WITH SPEECH/LANGUAGE DISORDERS**

Documentation of adverse effects on educational performance can be gathered from a thorough assessment of communication skills. The assessment shall include student, parent, and teacher input.

Information shall be recorded by the speech-language pathologist (SLP) on the *Eligibility Report* form.

An assessment of a student's ability to communicate, rather than isolated skill assessment, will provide information on how the impairment affects the student overall. The following errors and problems should be considered when determining how the student's ability to communicate may adversely affect educational performance:

1. Sound errors, voice quality, or fluency disorders inhibit the student from reading orally in class, speaking in front of the class, or being understood by teachers, peers, or family members.
2. Sound errors, voice quality, or fluency disorders embarrass the student. Peer relationships suffer as a result, or peers may make fun of the student.
3. Sound errors cause the student to make phonetic errors in spelling or have difficulty in phonics.
4. Grammatical errors create problems with a student's orientation in time.
5. Morphological errors inhibit the student from using or making complete sentences.
6. Semantic problems slow the student's ability to follow directions, give directions, make wants and needs known, make oneself understood, relate information to others, or fully participate in daily living.



**Chapter 5**  
**INDIVIDUALIZED EDUCATION PROGRAMS**

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**Chapter 5**  
**INDIVIDUALIZED EDUCATION PROGRAMS**

If a student is eligible for special education services, they have met the requirements of eligibility under IDEA 2004, including a disability that meets the criteria, adversely affects the student's educational performance, and requires specially designed instruction.

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability including instruction in the classroom, the home, hospitals, institutions, and other settings. The definition of special education also includes instruction in physical education, speech/language pathology, travel training, and vocational education.

Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to (1) address the unique needs of the student that result from his or her disability and (2) to ensure access to the general curriculum so that the student can meet the Idaho Content Standards that apply to all students.

The Individualized Education Program (IEP) is a written document that is developed for each eligible student with a disability and documents the specially designed instruction and related services. The IEP is the product of collaboration among a parent and/or adult student, district personnel, and other IEP team members who, through full and equal participation, identify the unique needs of a student with a disability and plan the special education services to meet those needs.

In developing each student's IEP, the IEP team shall consider:

- ▶ The strengths of the student;
- ▶ The concerns of the parents for enhancing the education of their child;
- ▶ The results of the initial or most recent evaluation of the student; and
- ▶ The academic achievement, developmental, and functional needs of the student.

**Section 1. IEP Initiation**

**A. Purpose of Meeting**

The primary purpose of an IEP team meeting is to design an IEP that shall meet the unique needs of a student with a disability. The IEP team plans the special education and related services calculated to enable the student to receive educational benefits in the least restrictive environment. The parent and/or adult student shall be invited to the meeting and in order to participate meaningfully, the parent and/or adult student should be informed of his or her role as

a team member. The parent and/or adult student, district personnel, and other IEP team members should come prepared to discuss specific information about the student's individual needs and the type of services to be provided to address those needs.

The meeting format should invite open discussion that allows participants to identify and consider all the relevant needs of the student related to their disability. Placement decisions shall be considered *after* the special education services are determined. Placement is based on the IEP services and accommodations and shall not be the determining factor in developing the IEP content.

Informal or unscheduled conversations involving district personnel on various issues (e.g., teaching methodology, lesson plans, or coordination of service provisions) are not considered a meeting as long as no decisions are made regarding issues addressed on the student's IEP. A meeting does not include preparatory activities in which district personnel engage to develop a proposal or a response to a parent and/or adult student proposal that will be discussed at a later meeting.

#### **B. Team Decision Making**

The IEP meeting serves as a communication vehicle between the parent and/or adult student, district personnel, and other IEP team members that enables them, as equal participants, to make joint, informed decisions regarding the student's special education services. All members of the IEP team are expected to work toward consensus regarding the services that will be included in the student's IEP to ensure that he or she receives a free appropriate public education (FAPE). Consensus means that all members are in general agreement regarding what is written.

If there is a lack of consensus between the parent and/or adult student, district personnel, and other IEP team members regarding an IEP decision, then school personnel on the IEP team should seek consensus and make the decision subject to the due process rights of the parent and/or adult student. If there is a lack of consensus among school personnel, then the district representative on the IEP team shall make the decision.

The district shall follow the procedures in Section 1, "Parent and/or Adult Student Objection to the IEP," if necessary.

#### **C. When IEP Meetings Are Held**

An IEP meeting shall be held for one or more of the following reasons:

1. To develop and implement an IEP within 60 calendar days of receiving parent and/or adult student consent for initial evaluation, excluding periods when regular school is not in session for 5 or more consecutive days. With the exception that the meeting to develop the IEP shall be held within 30 days of a determination that the student needs special education and related services. Refer to Chapter 4, Section 3.E regarding

additional timeline exceptions. The IEP shall be implemented as soon as possible following the meeting during which the IEP was developed.

2. To review the IEP periodically, but no longer than 365 days from the date of development of the current IEP. An IEP shall be in effect at the beginning of each school year;
3. When another agency fails to deliver transition or other services outlined in the IEP;
4. To consider revisions to the IEP if there is any lack of expected progress toward annual goals and in the general education curriculum, where appropriate;
5. At the reasonable request of any member of the IEP team;
6. To review behavioral intervention strategies and/or develop a behavioral plan as part of the IEP; or
7. To address the IDEA 2004 discipline requirements (see Chapter 13).

NOTE: Under the IDEA 2004, an IEP team meeting may not be required to amend the IEP (see IEP Amendments).

#### **D. IEP Team Members and Roles**

The IEP Team means a group of individuals who are responsible for developing, reviewing, or revising an IEP for a child with a disability.

NOTE: The general education teacher, special education teacher, district representative, or individual who can interpret implications of evaluation results may be excused from an IEP meeting, in whole or in part, if the parent and/or adult student and district agree to this in writing. If the meeting deals with the excused member's areas, he or she shall provide written input to the IEP team prior to the meeting. Written input shall include substantive data (e.g., based on assessment, providing meaningful guidance to the team, regarding the purpose of the meeting, reflecting on general education curriculum). If the district representative is excused, a staff member in attendance shall have the authority to bind the district to the decisions of the team.

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<b>Role</b>	<b>Description</b>
<p>Parent of the student <i>or</i> Adult Student if rights have transferred</p>	<p>The term “parent” refers to a biological or adoptive parent, foster parent, a judicially decreed guardian (does not include state agency personnel if the student is a ward of the state), a person acting in place of a parent, or a surrogate parent who has been appointed by the district. The term “acting in place of a biological or adoptive parent” includes persons such as a grandparent, stepparent, or other relative with whom the student lives as well as persons who are legally responsible for a student’s welfare. A foster parent may act as a parent if the natural parent’s authority to make educational decisions on behalf of his or her child has been terminated by law. A foster parent shall be an individual who is willing to make educational decisions required of a parent, and has no interest that would conflict with the interests of the student.</p> <p>If more than the biological or adoptive parents meet the definition of parent, the biological or adoptive parents serve as the parents in the IEP process, unless a judicial decree or order identifies a specific person or persons to make educational decisions for the student.</p> <p>An “adult student” is a student with a disability who is 18 years of age or older to whom special education rights have transferred under the IDEA 2004 and Idaho Code. (See Chapter 11, Section 2C, for more information.) In this case, the parent may attend the IEP meeting as an individual who has knowledge or special expertise regarding the student at the invitation of the adult student or the district.</p>
<p>District Representative</p>	<p>The district representative or designee shall be qualified to provide or supervise the provision of special education to meet the unique needs of students with disabilities. The representative shall be knowledgeable about the general education curriculum and about the availability of resources in the district. They should have the authority to allocate resources and to ensure that whatever services are outlined in the IEP shall be provided. Examples of the district representative include the building principal, the special education director, the district superintendent and others who meet the criteria described above. The district representative may be another member of the IEP team if all the criteria above are met.</p>

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<b>Role</b>	<b>Description</b>
Special Education Teacher/Provider—not less than one	This individual will generally be the student’s special education teacher or service provider who is responsible for implementing the student’s IEP. In the case of a student receiving services from a speech-language pathologist, but not a special education teacher, it would be more appropriate for the speech-language pathologist to fill this role on the IEP team.
General Education Teacher—not less than one	A general education teacher of the student is required to participate in developing the IEP if a student is, or may be, participating in the general education environment. Regardless, a representative that is knowledgeable of the general education curriculum shall be present. For preschool-age students, the general education teacher may be the kindergarten teacher or an appropriate designee. Designees at the preschool level may include a care provider, Head Start teacher, or community preschool teacher if that person meets state and/or national licensing standards.
Individual who can interpret evaluation results and implications	This person may be someone who participated in the evaluation of the student. He or she shall be able to explain the results, the instructional implications, and the recommendations of the evaluation.
Student	Whenever appropriate, the IEP team includes the student with a disability. A student shall be invited by the district to attend any IEP meeting at which post-secondary goals and transition services needed to assist the student in reaching those goals will be discussed. If the student does not attend the IEP team meeting, the public agency shall take other steps to ensure that the student’s preferences and interests are considered.
Representative of a Private School (if applicable)	If a student is enrolled in or referred to a private school, the district shall ensure that a representative of the private school is invited to the IEP meeting. If a representative cannot attend, the district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.

Role	Description
Representative of Transition Agency(s) (Parental consent shall be obtained in order for the Transition Agency Representative to participate in the IEP) Team meeting.	If transition services are being discussed, a representative of any public agency that is likely to be responsible for providing or paying for transition services shall be invited. If a representative does not attend, steps shall be taken to obtain participation from the agency in transition planning.
Part C Coordinator or Representative	At the request of the parent of a student who previously was served under Part C, the Part C coordinator or other representative of the Part C system will be invited to the initial IEP meeting.
Other	At the discretion of the parent and/or adult student or the district, other individuals who have knowledge or special expertise regarding the student, including related service personnel, may be included as IEP team members. The determination of having knowledge and special expertise regarding the student shall be made by the parent and/or adult student or district person who invited the individual to be a member of the IEP team.

**E. The General Educator’s Role in IEP Development**

If a student is participating in the general education curriculum or environment, not less than one of the student’s general education teachers who are responsible for implementing any portion of the IEP shall participate to the extent appropriate in developing the IEP. Regardless, a representative that is knowledgeable of the general education curriculum shall participate.

The general education teacher’s role in the development, review, and revision of the IEP includes:

1. Discussion of the student’s involvement and progress in the general education curriculum;
2. Determination of appropriate positive behavioral interventions and other strategies for the student; and
3. Determination of supplementary aids and services, program accommodations/adaptations, and supports for school personnel.



**F. Invitation to IEP Team Meetings**

To the extent possible, the district should encourage the consolidation of all IEP team meetings, including meetings that may involve eligibility, reevaluation and IEP development.

The district shall do the following:

1. Schedule the meeting at a place and time mutually agreed on by the parent and/or adult student and the district.
2. Invite the parent and/or adult student to the meeting early enough to ensure that he or she can attend. The district shall keep a record of this invitation. The invitation shall include the following:
  - a. the purpose, time, and location of the meeting;
  - b. who will attend the meeting; and
  - c. information regarding the parent's/adult student's right to bring other people to the meeting.

The invitation should clarify the parent's/adult student's role on the team and request that he or she come prepared to discuss the unique needs and characteristics of the student, the types of services that may be needed, and the goals that would indicate the success of the services.

3. Invite the student, if appropriate or required, to attend and participate in his or her IEP team meeting. If the student is a minor, the parent shall make the decision regarding the student's attendance. If a purpose of the meeting is to consider transition, and the student does not attend, the district shall take other steps to ensure that the student's preferences and interests are considered.
4. The invitation may be either written or oral. In either case, the district shall document that all the required components noted in item 2 above were included in the invitation. In addition, the parent and/or adult student shall be provided with a copy of the *Procedural Safeguards Notice* once annually, preferably at the annual review.
5. When one of the purposes of the IEP team meeting is to consider transition services, the invitation shall also:
  - a. indicate this purpose;
  - b. indicate that the district shall invite the student; and

- c. identify any other agency that will be invited, with parent's or adult student's consent, to send a representative.
6. The district shall take appropriate action to ensure that a parent and/or adult student understands the proceedings at an IEP team meeting, including arranging for an interpreter for a parent and/or adult student who has a hearing impairment or whose native language is other than English.
7. The IEP team may meet without the parent and/or adult student if he or she cannot attend the meeting or cannot be convinced to attend the meeting. However, the district shall document its attempts to arrange a mutually agreed upon time and place for the meeting. Documentation could include records of telephone calls or conversations, copies of correspondence sent to the parent and/or adult student and any responses received, and detailed records of any visits made to the parent and/or adult student. If a meeting is held without the parent and/or adult student, the district shall offer and document alternative methods, such as conference calls, to gain his or her participation in the development of the IEP.
8. Alternatives to physical meetings such as video and telephone conferencing may take the place of physical IEP meetings if the parent and/or adult student and district agree.

### **Section 2. IEP Development**

Nothing requires additional information be included in a student's IEP beyond what is explicitly required by IDEA 2004 or requires the IEP team to include information under one component of a student's IEP that is already contained under another component of the student's IEP.

NOTE: IEP Team meeting minutes are not part of the official IEP document.

#### **A. General Demographic Components for All IEPs**

All IEPs shall include the date of the IEP meeting and the following general demographic components: the student's name as it appears in school records, native language, birth date, and identification number (for state reporting or Medicaid purposes only), names of parents, address, phone number, school, and grade.

#### **B. Documentation of Participants**

The district shall ensure the attendance and participation of the IEP team members at the IEP meeting. Documentation of attendance can be accomplished by listing team members on the IEP and checking their attendance status.

The attendance list is not a reflection of agreement or disagreement with the IEP; it is only an indication of attendance. As with any team member, the parent's/adult student's name on the list does not indicate agreement or disagreement with the IEP contents. If the parent and/or adult student disagrees with all or part of the IEP, the district should remind the parent and/or adult student that he or she may file a written objection.

NOTE: See Section 1J for additional information on parent and/or adult student objections.

### **C. Present Levels of Performance, Goals, and Benchmarks/Objectives**

The IEP identifies present levels of academic achievement and functional performance and measurable goals that enable the IEP team to track the effectiveness of services and to easily report progress toward goals.

1. Statements of present levels of academic achievement, and functional performance in an area of need include:
  - a. How a school-age student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).
  - b. For preschool students, present levels of performance should reference the Idaho Early Learning Standards and describe how the disability affects the student's participation in appropriate activities.
2. Although the content of present levels of performance statements are different for each student, each statement shall:
  - a. be written in objective, measurable terms and easy-to-understand non-technical language;
  - b. show a direct relationship with the other components of the IEP, including special education services, annual goals, and, if applicable, benchmarks/objectives for students who participate in an Idaho Alternate Assessment;
  - c. provide a starting point for goal development; and
  - d. reference general education Idaho Content Standards.
3. Annual goals shall be related to the needs described in the present levels of performance statements. Measurable academic achievement, developmental, and functional annual goals are designed to meet the student's needs that result from the student's disability, to enable the student to be involved in and make progress in the general education curriculum, and to meet each of the student's other educational needs that result from the student's disability.

- a. A goal is a written, measurable statement that describes what a student is reasonably expected to accomplish within the time period covered by the IEP, generally one year.
  - b. Goals are written to enable the student to be involved in and make progress in the general education curriculum and to meet other educational needs that result from the disability.
  - c. A goal shall include the behavior, the performance criteria, and the evaluation procedure.
4. For students taking an Idaho Alternate Assessment aligned to the alternate standards, each goal shall have at least two benchmarks/objectives. Benchmarks/objectives shall include a statement of how far the student is expected to progress toward the annual goal and by what date. The district has the discretion to use benchmarks/objectives as described in this paragraph for all students eligible for IEP services.

#### **D. Progress Toward Goals**

The IEP shall include a statement describing:

1. How the student's progress toward IEP goals will be measured;
2. How the parent and/or adult student will be informed of the student's progress toward the annual goals, including the extent to which progress is sufficient to enable the student to achieve the goals by the end of the IEP time period.

Periodic progress reports, concurrent with the issuance of report cards shall be provided.

#### **E. Statements of Special Education and Related Services**

Each student's IEP shall describe the special education and related services, based on peer-reviewed research to the extent practicable, which will be provided to or on behalf of the student. Special education includes specially designed instruction to meet the unique needs of the student.

The term "related services" refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education as described in the IEP. These services include, but are not limited to:

- ▶ audiology
- ▶ speech therapy
- ▶ language therapy
- ▶ psychological services
- ▶ physical therapy
- ▶ occupational therapy
- ▶ therapeutic recreation,
- ▶ early identification and assessment of students' disabilities
- ▶ rehabilitation counseling services
- ▶ orientation and mobility services
- ▶ medical services for diagnostic or evaluative purposes
- ▶ school nurse services
- ▶ social work services in school
- ▶ supports for school staff
- ▶ parent counseling and training. Parent counseling and training includes helping a parent (a) understand child development and the special needs of his or her child and (b) acquire skills to support the implementation of his or her child's IEP.
- ▶ interpreter services

NOTE: An Idaho State Department of Education document provides guidance regarding educational interpreter standards. The Idaho Legislature has established standards which take effect in 2009.

This list of related services is not exhaustive and may include other developmental, corrective, or supportive services, transition services or assistive technology. Although services may be of benefit to a student with a disability, all of the services listed above may not be required for each individual student. Related services are the responsibility of the district only if the IEP team determines they are required to assist the student to benefit from special education. Further, the student is not entitled to related services if (a) he or she is not eligible for special education or (b) the parent and/or adult student does not consent to initial provision of special education services.

EXCEPTION: The term does not include a medical device that is surgically implanted or the replacement of such device, the optimization of that device's functioning (e.g., mapping), maintenance of that device, or the replacement of that device. The district is responsible to appropriately monitor and check devices to make sure the devices are functioning properly. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school.

THIRD PARTY PAYERS: Consent from the parents or adult student is required when the district bills Medicaid or the parent's insurance for services provided. See Chapter 11 for details.

**F. Supplementary Aids, Services, and Other IEP Considerations**

Supplementary aids and services may include general education curriculum accommodations and/or adaptations, support for school staff, positive behavioral intervention plans, extended school year services, transportation, transition services, assistive technology services, and travel training services deemed appropriate by the IEP Team shall be provided whether or not the district currently has these services in place.

The description of services in the IEP shall:

1. Identify the program accommodations and supplementary aids to be provided to the student in the areas of need.
2. List the specific services that will meet the unique needs of the student, allowing him or her to advance appropriately toward attaining the annual goals, and:
  - a. be involved in and make progress in the general education curriculum;
  - b. participate in extracurricular and other nonacademic activities; and
  - c. be educated and participate with other students with disabilities and with students without disabilities to the maximum extent appropriate.

NOTE: The public agency shall ensure that each student with a disability has the supplementary aids and services determined by the student's IEP Team to be appropriate and necessary for the student to participate in nonacademic settings.

3. State the projected starting date and expected duration of the services, and accommodations/adaptations.
4. List the anticipated time per session and frequency of sessions per week or month. The amount of service may not be stated as a range.
5. State the location where services and accommodations/adaptations will be provided.

Based on the unique needs of each student, the IEP team should consider any of the following services that may be appropriate for the student and should document such services on the IEP accordingly:

**1. Supplementary Aids and Services**

“Supplementary aids and services” means aids, services, and other supports that are provided in general education classes or other education-related settings and in extracurricular and nonacademic settings to enable students with disabilities to be

educated with students without disabilities to the maximum extent appropriate in accordance with LRE requirements.

The determination of which supplementary aids and services are appropriate for a particular student shall be made on an individual basis. Supplementary aids and services may include the following: assistance of an itinerant special education teacher, related service provider, or paraprofessional; support or training for the general educator; use of resource services; provision of note takers; supports for extracurricular or other nonacademic activities; and supports for participation in statewide or district wide achievement testing.

## **2. Accommodations and Adaptations**

NOTE: “Modifications” include accommodations and adaptations. Idaho uses the terms accommodations and adaptations to describe two separate instructional and assessment practices.

Accommodations and adaptations include any changes that allow students with disabilities the same opportunity as students without disabilities to participate in and benefit from the educational program, activities, and services of the district.

Accommodations are intended to make educational opportunities more accessible. This may involve the setting, communication modality, equipment, and/or supplemental aids and services. Examples include Braille editions, large print, pencil grips, tape recorders, note takers, and computers with spell check.

Adaptations are changes in educational expectations for the student with a disability compared to peers without disabilities. These adaptations include actual changes in the general education curriculum and instruction or the use of an alternative or supplemental curriculum. Examples include fewer concepts to be mastered, different test questions, and material at a different reading level.

Whenever the IEP team determines that accommodations and/or adaptations are needed to ensure academic progress, these shall be indicated in the IEP. Any accommodations and/or adaptations required in physical education, vocational education, and statewide or district wide assessments shall be included in the IEP.

## **3. Assistive Technology Devices and/or Services**

The district shall ensure that assistive technology devices and/or services are made available to a student, if required, as special education, related services, or supplementary aids and services. The following points are definitions and clarifications of terms:

- a. “Assistive technology device” means any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. The term does not include a device that is surgically implanted or the replacement of such device.

The district shall permit the student to use school-purchased assistive technology devices at home and in other settings if the IEP team determines that the student needs access to these devices in non-school settings to receive FAPE. An example of this would be to complete homework. The district may hold a parent and/or adult student liable for the replacement or repair of an assistive technology device that is purchased or otherwise procured by the district if it is lost, stolen, or damaged because of negligence or misuse at home or in another setting outside of school time.

Assistive technology devices should be designed using “universal design” principles. The term “universal design” means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities. This includes products and services that are directly accessible (without requiring assistive technologies) and products and services that are interoperable with assistive technologies.

- b. “Assistive technology service” means any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes the following:
- (1) an evaluation of the student’s assistive technology needs, including a functional assessment in the student’s customary environment;
  - (2) purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices;
  - (3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
  - (4) coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
  - (5) training or technical assistance for a student with a disability or, if appropriate, that student’s family; and
  - (6) training or technical assistance for professionals, including individuals providing education or rehabilitation services, employers, or other individuals



who provide services or are otherwise substantially involved in the major life functions of a student with a disability.

- c. The district shall ensure that the hearing aids worn by deaf or hard-of-hearing students in school are functioning properly.
- d. The district is responsible to appropriately monitor and check surgically implanted devices to make sure the devices are functioning properly, if the team has determined that those services are necessary. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school.

#### 4. Extended School Year Services

The district shall provide extended school year (ESY) services for students with disabilities who qualify for such services. The ESY programs for eligible students shall meet the requirements of FAPE. The student's educational program is based on individual needs and is not determined by what programs are readily available within the district. The student cannot be required to fail, or to go for an entire school year without ESY services, simply to prove a need. The IEP team shall consider the following in the development and provision of an ESY program:

- a. The term "extended school year services" means special education and/or related services that are provided beyond the regular school year:
  - (1) to a student with a disability;
  - (2) in accordance with the student's IEP; and
  - (3) at no cost to the parent and/or adult student.

The goal of ESY services is to assist students with disabilities with the emergence and maintenance of specific IEP goals addressed during the school year preceding the ESY. These may include goals related to independence, behavior, socialization, communication, and academics. The ESY services for special education students provide a different focus from general summer school programs.

- b. The ESY services shall be considered in light of the totality of the circumstances, including the following:
  - (1) **Emerging skill:** Few, if any, gains are made during the regular school year. A skill is in the process of emerging, and the IEP team believes that with ESY services the student would make reasonable gains; or

- (2) **Regression-Recoupment:** The student would regress to such an extent and the amount of time required to relearn a skill or behavior becomes so significant that the student would be unable to benefit from his or her special education; or
  - (3) **Self-Sufficiency:** An interruption in services would threaten the acquisition of critical life skills that aid in the student's ability to function as independently as possible, thereby continuing the student's reliance on caretakers, including institutionalized care. Critical life skills relate to those skills that lead to independent functioning. Development of these skills can lead to reduced dependency on future caretakers and enhance the student's integration with individuals without disabilities. Skills may include such things as toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.
- c. Decisions concerning ESY services shall be based on collected data and written documentation. Types of data and information may include, but are not limited to, the following:
- (1) **Criterion-referenced test data:** Consider daily/weekly probes or pre-test/post-test data.
  - (2) **Norm-referenced test data:** Consider pre-test/post-test data.
  - (3) **Anecdotal records:** Consider information collected throughout the school year.
  - (4) **Physical, mental, or emotional health factors:** Consider the educational, medical, and psychological records of the student as well as the prognosis or judgments of educators, medical personnel, parents, and others that work with the student. Consider degenerative types of difficulties that may become intensified during breaks in educational programming.
  - (5) **History:** Consider evidence of past regression or past ESY services. The IEP team should not automatically assume that a student who has received ESY services in the past will be eligible for ESY services in the future, but it is a factor to consider.
  - (6) **Data on observed performance:** Consider data maintained on the student concerning performance observed in the classroom, during community-based activities, and as part of IEP progress monitoring.

- (7) **Teacher interviews and recommendations:** Consider progress reports by teachers, therapists, and others who have direct contact with the student before and after breaks in educational programming.
  - (8) **Parent and/or adult student input:** Consider parent observations of the student as well as parent and/or adult student requests for ESY services.
- d. The ESY services shall be clearly delineated in an IEP. The district can meet this requirement by amending the current IEP using an amendment form or by developing a complete ESY IEP. See Section 1C of this chapter for more information.
  - e. The district may not limit ESY services to particular categories of disability or unilaterally limit the amount or duration of these services.

## 5. Transportation

Transportation is a related service if special arrangements resulting from the student's disability are required to assist a student with a disability to benefit from special education. The student's individual needs concerning his or her education are the main considerations in determining services—this includes transportation services.

The IEP team shall consider how the student's disability affects his or her need for transportation, including determining whether the student's disability prevents the student from using the same transportation provided to students without disabilities, or from getting to school in the same manner as students without disabilities. This includes transporting a preschool-age student to the site at which the district provides special education and related services to the student, if that site is different from the site at which the student receives other preschool or day-care services.

When the IEP team determines that special transportation is required and documents it on the IEP, all procedural safeguards under the IDEA 2004 shall be afforded to the student in matters concerning transportation.

Transportation needs may include, but are not limited to, the following:

- a. travel to and from school and between schools to access special education;
- b. travel in and around school buildings;
- c. specialized equipment including lifts and ramps, if required to provide special transportation; or
- d. other services that support the student's use of transportation, such as:

- (1) special assistance (e.g., an aide on the bus and assistance getting on and off the bus);
- (2) safety restraints, wheelchair restraints, and child safety seats;
- (3) accommodations (e.g., preferential seating, a positive behavioral support plan for the student on the bus, and altering the bus route); or
- (4) training for the bus driver regarding the student's disability or special health-related needs.
- (5) attending non-academic and extracurricular activities if required by the IEP.

#### **6. Special Considerations**

As appropriate, the IEP team shall also consider and include in the IEP the following:

- a. If the student's behavior impedes his or her learning or that of others, the IEP team shall consider the use of positive behavioral supports and other strategies to address that behavior.
- b. If the student has limited English proficiency, the IEP team shall consider the language needs of the student. Cognitive academic language proficiency (CALP) shall be determined by administering appropriate language dominance tests.
- c. If the student is blind or visually impaired, the IEP team shall provide for instruction in Braille and the use of Braille unless the IEP team determines that Braille is not appropriate for the student. This determination can only be made after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille).
- d. The IEP team shall consider the communication needs of the student. In the case of the student who is deaf or hearing impaired, the IEP team shall consider the language needs of the student, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, the student's academic level, and his or her full range of needs including opportunities for direct instruction in the student's language and communication mode.

### **G. Statewide and Districtwide Achievement Testing**

Students with disabilities are to be included in all statewide and district wide assessments. Participation rates and performance data, both aggregate and disaggregate, for students with disabilities are reported to the public annually.

The IEP team shall determine how the student will participate in statewide and district wide assessments—without accommodations, with accommodations, with adaptations, or by means of an alternate assessment. The IEP team determines what accommodations and/or adaptations to use based on those that are used regularly by the student during instruction or classroom testing and on what is listed in the accommodations section of the IEP.

The IEP team shall determine whether the student meets the state criteria for the alternate assessment. It should be noted that some students might participate in parts of the regular assessment and parts of the alternate assessment. For example, a student may participate with accommodations in the *regular* reading portion of the statewide assessment and may participate in the math portion of the statewide assessment using the *alternate* assessment.

The following guidelines shall be used to determine how the student will participate in statewide and district wide assessments:

1. Regular Assessment without Accommodations

The IEP team determines and documents in the IEP that a student with a disability can adequately demonstrate his or her knowledge, abilities, or skills on statewide and district wide assessments without accommodations.

2. Regular Assessment with Accommodations

Appropriate accommodations for students with disabilities shall be based on the individual needs of each student. Accommodation decisions are made by the IEP team and shall be recorded in the IEP. Accommodations should facilitate an accurate demonstration of academic achievement, developmental, and functional performance on state and district wide assessments. They should not provide the student with an unfair advantage or change the underlying skills that are being measured by the test. Accommodations shall be the same or nearly the same as those used by the student in completing classroom assignments and assessment activities. The accommodations shall be necessary for enabling the student to demonstrate knowledge, ability, skill, or mastery. Accommodations *do not* do not invalidate test results.

3. Regular Assessments with Adaptations

A student may be unable to demonstrate what he or she knows or is able to do without using an adaptation. However, an adaptation inherently circumvents the underlying

skills that the test is measuring; therefore, an adaptation *always* invalidates the assessment result. If an adaptation is included in the IEP for statewide and/or district wide assessments, it shall be one that the student uses in completing classroom assignments and assessment activities on a regular basis. Further, the use of an adaptation in statewide and district wide assessments shall be clearly coded on the student's score sheet.

The IEP team has the authority to make the decision that a student needs an adaptation in order to participate in statewide and district wide assessments, even though the adaptation *will* cause the student to score as "not proficient" and to be counted as NOT participating in the assessment under AYP determinations. All IEP team members, including the parent and/or adult student, shall understand (a) the possible consequences that could result from this decision and (b) its effect on diploma options and post school activities involving education, career opportunities, military service, and community participation.

4. Idaho Alternate Assessments

If the student cannot participate in some or all of the general assessments, the IEP shall contain a statement that includes the reason the student cannot participate in the general assessment and the alternate assessments—language arts, reading, math or science—in which the student will participate.

a. Students Eligible to Take an IAA

The IEP team shall find that the student meets all of the criteria listed below to determine that he or she is eligible to participate in an alternate assessment:

- (1) The student's demonstrated cognitive ability and adaptive behavior prevent completion of the general academic curriculum even with program accommodations and/or adaptations;
- (2) The student's course of study is primarily functional-skill and living-skill oriented (typically not measured by state or district assessments); and
- (3) The student is unable to acquire, maintain, or generalize skills in multiple settings and to demonstrate performance of these skills without intensive and frequent individualized instruction.

b. Students Not Eligible to Take an IAA

Students are *not* to be included in an alternate assessment for any of the following reasons:

- (1) The only determining factor is that the student has an IEP;
- (2) The student is academically behind because of excessive absences or lack of instruction; or
- (3) The student is unable to complete the general academic curriculum because of socioeconomic or cultural differences.

#### **H. LRE Explanation and Placement Decisions**

The IEP shall explain the extent, if any, to which the student will *not* participate in the general education classroom, the general education curriculum, or extracurricular or other nonacademic activities.

In recommending the most appropriate placement in the least restrictive environment (LRE) for the student with a disability, the IEP team shall consider the student's needs and the continuum of services available to meet those needs. The parent and/or adult student shall be involved in the placement decision. Removal from the general education environment occurs only when the nature or severity of the disability is such that education in general classes with the use of supplementary aids and services cannot be achieved satisfactorily. A student with a disability is not to be removed from age-appropriate general education classrooms solely because of needed accommodations and adaptations in the general education curriculum. In addition, a student with a disability shall be educated with students without disabilities in the general education classroom to the maximum extent appropriate..

NOTE: The district's reassignment of students (with or without disabilities) to another classroom or building in the district is *not* a change of placement for a student with a disability as long as the IEP goals remain unchanged and the degree of interaction with peers without disabilities remains the same. Examples include, but are not limited to, dividing a class because of overcrowding; moving an entire grade level to a different building; and going to a different school as a result of moving from one grade level to another grade level.

See Chapter 6 for more information on placement in the LRE

#### **I. Consent for Initial Provision of Special Education and Related Services**

The district shall make reasonable effort to obtain informed consent from the parent or the adult student before the initial provision of special education and related services to the student.

If the parent and/or adult student communicates in writing, he or she refuses special education and related services following the evaluation and determination of eligibility, the district shall not provide special education and related services to the student. If the parent and/or adult student fails to respond to a district's documented efforts to gain consent for initial provision of special

education and related services, the district shall not provide special education and related services to the student. In both cases:

1. The district shall not be in violation of the requirement to provide FAPE to the student or the requirement to provide special education and related services; and
2. The district shall not be required to convene an IEP meeting or develop an IEP for the student.
3. The district shall not use due process in order to obtain consent or a ruling allowing initial placement.

If the parent and/or adult student wishes to move forward with the provision of services stated on the IEP and placement in special education, consent for initial placement in special education shall be obtained after the development of an IEP. Consent means that the parent and/or adult student understands and agrees in writing to the carrying out of the activity for which consent is sought.

#### **J. Parent and/or adult Student Objection to the IEP**

If the parent and/or adult student disagrees with an IEP change or placement change proposed by the district, he or she may file a written objection to all or parts of the proposed change. If the parent and/or adult student files a written objection that is postmarked or hand delivered within 10 days of the date he or she receives written notice from the district of the proposed change, the changes to which the parent and/or adult student objects cannot be implemented. If the changes have already been implemented, implementation of those changes shall cease. The district and parent and/or adult student may use informal methods such as additional IEP team meetings, IEP facilitation, or SDE mediation to resolve the disagreement. If these informal attempts to resolve the dispute fail, the district may request a due process hearing to obtain a hearing officer's decision regarding the proposed change, unless it is an initial IEP.

If the parent and/or adult student files a written objection to an IEP change or placement change proposed by the district any time *after* 10 days of receiving written notice, the student shall "stay put" in the placement described in the disputed IEP, and that IEP is implemented as written until the disagreement is resolved unless the parent and/or adult student agree otherwise. However, the written objection cannot be used to prevent the district from placing a student in an interim alternative educational setting (IAES) in accordance with the IDEA 2004 procedures for discipline of a student.

See Chapter 11 for information about the prior written notice requirements regarding the provision of FAPE and educational placement.

See Chapter 13 for more information about the various forms of dispute resolution.



**K. Additional Transition Components for Secondary-Level IEPs**

Secondary transition services are defined as a coordinated set of activities for a student with a disability that are designed within a results-oriented process focused on improving the academic and functional achievement of the student to facilitate movement from school to post school activities including postsecondary education, vocational education, integrated employment (including supported employment), continuing in adult education, adult services, independent living, or community participation.. The activities include instruction, community experiences, development of employment and other post school adult-living objectives and, if appropriate, acquisition of daily living skills and a functional vocational evaluation. These activities are based on the individual student's needs, taking into account the student's strengths, preferences and interests. The following are required components for all secondary students receiving special education services.

1. Beginning with the IEP to be in effect when a student is 16 years old (or younger if determined appropriate by the IEP team), the IEP shall include:
  - a. present levels of educational performance based on an age appropriate transition evaluation;
  - b. appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
  - c. transition services (including courses of study) needed to assist the student in reaching postsecondary goals identified on the IEP;
  - d. graduation requirements for the student receiving special education services, refer to Chapter 7 for more detailed information on documentation of high school graduation in the IEP.

The goals and transition services shall be updated on the IEP annually.

2. Not later than the student's 17th birthday, the IEP shall include a statement that the student has been informed whether or not special education rights will transfer to the student on his or her 18th birthday. Special education rights will transfer from the parent to the student when the student turns 18 years old unless the IEP team determines that:  
*(For more information on the transfer of rights see Chapter 11)*
  - a. the student is unable to provide informed consent with respect to his or her special education program; or
  - b. the parent has obtained legal guardianship.

3. When a student exits from special education as a result of earning a regular diploma or aging out, the district shall provide the student with a summary of his or her academic achievement and performance along with recommendations concerning how to assist the student in meeting postsecondary goals.

#### **L. Following the Meeting**

Following the IEP team meeting, a copy of the IEP and written notice of proposed or refused actions shall be given to the parent and/or adult student. IEPs and written notice should also be given to the parent and/or adult student whenever a change is made to the IEP or upon request.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the IEP shall have access to the IEP and be informed of his or her specific responsibilities. This includes being informed of any specific accommodations, adaptations, or supports that shall be provided to the student to ensure that the IEP is implemented appropriately.

### **Section 3. IEP Reviews**

#### **A. Annual Reviews**

Each student's IEP shall be reviewed at least annually, once every 365 days. Meetings may be held any time throughout the school year, as long as the IEP is reviewed annually and is in effect at the beginning of each school year. Either at or after the annual review, written notice that the new IEP changes will be implemented shall be provided to the parent and/or adult student.

The IEP review includes the following purposes:

1. to determine whether the student's annual goals have been achieved;
2. to revise the IEP if there is any lack of expected progress toward annual goals and in the general education curriculum, where appropriate;
3. to determine whether any additional assessments are necessary and to address the results of those conducted;
4. to address information about the student provided to, or by, the parent and/or adult student;
5. to address the student's anticipated needs;

6. to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives;
7. to write a new IEP; and
8. to consider a reevaluation to determine if a student is no longer eligible and special education services should be discontinued.

**B. IEP Amendments**

In making changes to a student's IEP after the annual IEP meeting for a school year, the parent and/or adult student and the district may agree in writing not to convene an IEP meeting for the purposes of making such changes, and instead may develop a written document to amend the student's current IEP. The parent and/or adult student will be provided with a revised copy of the IEP with the amendments incorporated. The annual review date remains the date of the original IEP.

If the parent and/or adult student believes that the student is not progressing satisfactorily or that there is a problem with the current IEP, he or she may request an IEP team meeting. The district shall grant any reasonable request for such a meeting. If the district refuses to convene an IEP meeting requested by the parent and/or adult student, the district shall provide written notice to the parent and/or adult student, including an explanation of why the district has determined the meeting is unnecessary.

If any other member of the IEP team feels that the student's placement or IEP services are not appropriate, that team member may request an IEP team meeting.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the amended IEP shall have access to the amendment and be informed of his or her specific responsibilities.

**Section 4. IEPs for Transfer Students**

**A. Transfer from an Idaho School District**

When a student with a disability transfers school districts with a current IEP in Idaho, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent and/or adult student, until such time as the district adopts the previously held IEP or develops, adopts, and implements a new IEP. The receiving district shall promptly request records from the sending district and once the district has formally received a request for a student's record from another Idaho district, the district shall forward copies or the original documents within 10 days of the request. If originals are sent, the sending district shall maintain a copy for audit purposes.

**B. Transfer from an Out-of-State District**

When a student with a disability transfers from out of state to an Idaho school district with a current IEP in that other state, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent and/or adult student, until such time as the district conducts an evaluation, if determined necessary, and develops, adopts, and implements a new IEP.

If the district has formally received a request from an out-of-state school, the district shall forward copies or the original documents within 10 days of the request. If originals are sent, the district shall maintain a copy for audit purposes.

**Section 5. IEPs for Children from the Infant Toddler Program**

**A. Interagency Agreement and Protocols**

The school district, as the local lead agency for Part B, shall initiate the development of a signed interagency protocol with the regional Infant Toddler Program (ITP) of the Department of Health and Welfare (DHW), the lead agency under Part C of the IDEA 2004. The protocol shall be in accordance with the current state Interagency Agreement for Early Childhood Special Education Services and Early Intervention for Children Ages Two through Five. See Appendix 5C.

The protocol will outline the obligations of each agency to ensure:

1. a smooth and effective transition of children served under Part C to early childhood special education services (ECSE) under Part B,
2. by the child's third birthday, eligibility for Part B services has been determined and an IEP or Individual Family Service Plan (IFSP) has been developed and implemented, and
3. each district and agency shall participate in transition planning conferences.

NOTE: A child, who turns three after May 1, has been determined eligible for Part B services, and parental consent has been obtained for initial placement for Part B services, can be served as outlined in the IFSP by the ITP until school starts in the fall. This is the case unless specified differently in the local interagency protocol.

**B. Part C to Part B Transition Planning**

In the case of a child who may be eligible for ECSE services, the district shall participate in a transition planning conference with the family arranged by the Infant Toddler Program. The conference will be conducted at least 90 calendar days (and up to 9 months at the discretion of all parties) before the child's 3rd birthday to discuss eligibility requirements under Part B of the IDEA 2004, needs and concerns of the child and family, and any services the child may receive.

For a complete and detailed description of all required transition activities, documentation and timelines, refer to Appendix 5C.

The Infant Toddler Program has the responsibility to:

1. notify the school district of potentially eligible children,
2. invite and coordinate a transition planning meeting to review the process to determine eligibility and assess service options available,
3. establish a plan for facilitating the transition of the toddler with a disability to early childhood special education services,
4. provide the district with a copy of the Child Outcome Summary Form (COSF) completed at exit, and
5. upon invitation, attend the initial IEP meeting.

The school district has the responsibility to:

1. attend and participate in the transition planning meeting,
2. determine eligibility and develop an IEP or IFSP prior to child's third birthday,
3. consider the Part C COSF exit outcome data for Part B early childhood entry outcome data,
4. invite Infant Toddler Program representatives, at the request of the parent, to the initial IEP meeting, and
5. obtain consent for initial provision of special education and related services under Part B.

**C. IEP or IFSP Required**

1. By the child's third birthday, the district shall have an IEP or IFSP in place for each student 3 through 5 years old who is eligible for ECSE services.
2. In developing the IEP, the IEP Team shall consider the content of the IFSP including:
  - a. the natural environments statement, and
  - b. the educational component that promotes school readiness, pre-literacy, language and numeracy skills
3. The IFSP may serve as the IEP of the child, if:
  - a. agreed by the district and the child's parents,
  - b. a detailed explanation of the differences between the IFSP and the IEP is provided to the parents (See Appendix 5C),
  - c. parental written informed consent is obtained, and
  - d. developed according to the IEP procedures outlined in Section 2 of this chapter. If the district elects to use an IFSP, the district is required to implement only the educational components of the IFSP.

**D. Consent and Notice Requirements**

1. Notice Announcing Initial IEP Team Meeting: The district shall inform the parents of their rights to request the participation of Infant Toddler representatives at the initial IEP Team Meeting for children previously served by Part C.
2. Release of Information: The district shall obtain written parental consent for the release of information to obtain pertinent student records from non-educational agencies such as Infant Toddler Programs (ITC), developmental disabilities agencies, medical providers, day-care centers, and Head Start.
3. Assessments: At the transition planning conference, if further assessments are necessary to determine eligibility, the student's present levels of performance, and goals or services on the IEP, informed consent to evaluate is required. (Parental consent for assessment under Part B is required even though the parent may have given consent earlier under Part C). Otherwise, only written notice to inform the parent of the district's decision to use the current evaluation data, and not to conduct any further assessments, shall be provided to the parent. The parent shall also be informed of his or her right to request additional assessments.

4. Consent for Initial Provision of Special Education and Related Services: Parental consent for the initial provision of special education and related services and written notice for the implementation of the IEP or IFSP under Part B is required. Eligibility, initial provision of services, and LRE placement shall be documented for Part B services.

#### **E. Child's Status During Due Process Hearing Proceedings**

If an educational placement dispute arises involving a child transitioning from Part C to Part B, the child cannot remain in Part C services when he or she is over the age of three. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services, then the school district shall provide those special education and related services that are not in dispute between the parent and district until completion of all the hearing proceedings. If the parent does not give written consent for the special education or related services, the student will not receive services until completion of the hearing proceedings.

#### **Section 6. Students with Disabilities in Adult Prisons**

The following requirements do not apply for students with disabilities who are convicted as adults under Idaho law and incarcerated in adult prisons:

1. The student will not participate in statewide assessments.
2. Transition planning and services do not apply if the student will remain in prison beyond his or her 21st birthday.

The IEP team may revise the student's IEP and placement, regardless of the LRE requirements, if the state has demonstrated a bona fide security or other compelling penological interest that cannot be otherwise accommodated.





**Chapter 6**  
**LEAST RESTRICTIVE ENVIRONMENT**

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**Chapter 6**  
**LEAST RESTRICTIVE ENVIRONMENT**

The Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) states that, to the maximum extent appropriate, all students with disabilities, 3-21 years of age, are to be educated with age appropriate peers, both with and without disabilities. This is known as the least restrictive environment (LRE). The LRE is the appropriate balance of settings and services to meet the student's individual needs. The district shall have an array of services and a continuum of educational setting options available to meet the individual LRE needs of each student.

An appropriate LRE is one that enables the student to make reasonable gains toward goals identified in an individualized education program (IEP). The student's IEP shall indicate the LRE for the student and explain to what extent, if any, the student will or will not participate in the general education classroom environment, the general education curriculum, and extracurricular or other nonacademic activities. This provision includes students with disabilities placed in public or private institutions or other care facilities.

Special classes, separate schooling, and other removals of a student with a disability from the general education environment may occur only when the nature or severity of the disability is such that education in the general education class, even with the use of supplementary aids and services, cannot be achieved satisfactorily.

**Section 1. Least Restrictive Environment Considerations**

**A. When to Make and Review Placement Decisions**

1. Placement decisions for a student with a disability are made following the determination of the individual needs, goals, and required services.
2. Placement decisions are revisited at least annually by the IEP team, which includes the parent and/or adult student and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options available in the district.
3. Placement decisions are reconsidered when an IEP team is convened to review a student's academic, functional, or developmental progress.

**B. Considerations in Placement Decisions Reference:**

LRE decisions are made individually for each student. The IEP team shall consider the following when determining the LRE in which the IEP can be implemented:

1. Based on student's IEP: The student's IEP is developed prior to the determination of the location of services and settings. The services and settings needed by each student with

a disability must be based on the student's IEP and unique needs that result from his or her disability, not on the student's category of disability.

2. Age Appropriate Peers: Students with disabilities shall be educated with age-appropriate peers to the maximum extent appropriate. A student with a disability is not removed from age-appropriate general education environments solely because of needed accommodations and/or adaptations in the general education curriculum.
3. School of Attendance: A student with a disability shall be educated in the school as close as possible to the student's home and unless the IEP requires some other arrangement, the student is educated in the school he or she would attend if not disabled.
4. Harmful Effects: Consideration shall be given to any potential current or long term harmful effect on the student or on the quality of services the student needs, including the student's ability to graduate and achieve their post high-school goals.
5. Accommodations and/or Adaptations: A student with a disability is not removed from general education settings solely because of needed accommodations and/or adaptations in the general education curriculum.
6. Participation in Nonacademic and Extracurricular Services and Activities:
  - a. A student with a disability shall be allowed to participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate. These services and activities may include meals, recess, field trips, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to community agencies, career development, and assistance in making outside employment available.
  - b. The IEP team determines the supplementary aids and services that are appropriate and necessary for the student to participate in nonacademic settings and extracurricular services and activities.

### **C. Documentation of Placement Decisions**

If the student will not participate *entirely* in the general education classroom, curriculum, and/or nonacademic and extracurricular activities, the IEP shall include a written explanation justifying the IEP team's decisions.

#### **Section 2. District Responsibility for Continuum of Settings and Services**

The continuum of settings includes instruction in general classes, special classes, special schools, home instruction and instruction in hospitals and institutions. In addition, the continuum makes

provision for supplemental services, such as resource services or itinerant instruction, to be provided in conjunction with the general classroom. In determining appropriate settings and services for a student with a disability, the IEP team shall consider the student's needs and the continuum of alternate placements and related services available to meet those needs. Regardless of placement, the student shall be given appropriate access to the general education curriculum, as determined by the IEP team. The district shall be able to justify the available continuum of services and placement decisions for individual students.

All LRE considerations also apply to **preschool** students ages 3 to 5 years with disabilities who are entitled to receive a free appropriate public education (FAPE). Settings for implementing IEPs for students of legal kindergarten-age are the same as for all other school-age students. Settings for implementing IEPs for preschool age students may include public or private early childhood programs. Public schools that do not operate early childhood programs for preschool students without disabilities are not required to initiate such programs solely to satisfy LRE requirements. Public schools that do not have an inclusive public preschool that can provide all the appropriate services and supports to meet the individual needs of preschool students with disabilities, shall explore alternative methods to ensure LRE requirements are met for preschool students ages 3 to 5 years, which may include:

1. providing opportunities for participation (even part-time) of preschool students with disabilities in public or private regular early childhood programs operated for preschool students without disabilities by other agencies, such as Head Start;
2. placing preschool students with disabilities in the following:
  - a. private early childhood programs for preschool students *without* disabilities; or
  - b. private early childhood programs or other community-based early childhood settings that integrate students *with and without* disabilities; and
3. locating classes for preschool students with disabilities in elementary schools.

See Chapter 11 for information regarding prior written notice requirements that apply to proposed or refused changes in educational placement.

### **Section 3. Federal Reporting of LRE**

The IEP includes a section for reporting the educational environments required for the Federal December 1 Child Count. This section is for reporting the amount of time the student spends in the general education environment, with or without special education and related services. After determining the LRE and the educational environments in which the student will receive their general education instruction and special education services, the IEP team will document the educational environment for federal reporting. Data regarding LRE placements is collected from the district by the State Department of Education (SDE) and becomes public information.



Chapter 7 Discontinuation of Services, Graduation, and Grading

**Chapter 7**  
**DISCONTINUATION OF SERVICES, GRADUATION, AND GRADING**

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**Chapter 7**  
**DISCONTINUATION OF SERVICES, GRADUATION, AND GRADING**

**Section 1. Discontinuation of Services**

**A. Students Who Are No Longer Entitled to Services**

The district will follow appropriate procedures to discontinue special education services to students who are no longer entitled to those services.

1. Student No Longer Meets Eligibility Criteria

If it is suspected that a student no longer meets the eligibility criteria for the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004), the evaluation team will conduct a reevaluation and arrange to have additional assessments conducted if necessary. If the student is no longer eligible, the district will provide the parent and adult student with written notice of this decision prior to discontinuing special education services.

2. Student Completes Requirements for a High School Diploma

The district's obligation to provide special education services ends when the student meets the district and state requirements that apply to all students for receipt of a high school diploma without adaptations. Although this is considered a change of placement, a reevaluation is not required. Prior to graduation and the discontinuation of special education services the district shall:

- a. provide the parent and/or adult student with written notice the district's obligation to provide special education services ends when the student obtains a regular high school diploma; and
- b. provide the parent and/or adult student with a written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting his or her postsecondary goals. This summary is known as the Summary of Performance (SOP).

3. Student Reaches Maximum Age

For students who have not yet graduated from high school by meeting requirements without adaptations to regular graduation requirements, the district's obligation to provide special education services ends at the completion of the semester in which the student turns 21 years of age. This is considered a change of placement that does not require a reevaluation. If a student is turning 21, the district shall:

- a. provide the parent and/or adult student with written notice the district's obligation to provide special education services ends at the completion of the semester in which the student turns 21 years of age; and
- b. provide the parent and/or adult student written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting his or her postsecondary goals. This summary is known as the Summary of Performance (SOP).

### **B. Change in District Obligation to Provide Services**

Under certain circumstances, a student may continue to be eligible for special education services, but the district's obligation to provide services changes.

#### 1. Transfer to Another District

When a student moves out of the district, the district will forward the student's special education records electronically or by mail within 10 calendar days of the request from the new district. The records shall include, at least, the student's most recent individualized education program (IEP) and eligibility documentation. The sending district will retain copies or originals of the most recent 5 years of records, including IEPs and eligibility documentation. During an audit, Child Count verification, or monitoring, this documentation may be needed to demonstrate that the student was eligible for special education and received special education services from the district.

#### 2. Enrollment in Private School or Receives Home Schooling

When a parent and/or adult student withdraws a student from public school and enrolls him or her in a private school or provides home schooling, the district's responsibilities vary depending on the circumstances. See Chapter 9 for more information.

#### 3. Dropouts

When a student drops out of school, written notice will be sent to the parent and/or adult student and a copy of the notice will be placed in the student's special education confidential file. If the student reenrolls and is still eligible for special education, the previous IEP can be implemented if it is current and appropriate. A new IEP shall be developed if needed.

### **C. Request for Withdrawal from Special Education**

When a parent and/or adult student requests withdrawal from special education services, an evaluation team shall determine whether the student is still eligible for special education services. Written notice shall be sent to the parent and/or adult student following the determination of whether or not the student is still eligible to receive special education services.

If the evaluation team determines that the student is still eligible for special education, the district will continue to provide services unless SDE mediation or a due process hearing decision determines otherwise.

### **Section 2. Graduation**

Graduation means meeting district and state requirements for receipt of a high school diploma. If a student is not granted a regular high school diploma or if the high school diploma is granted based on completion of adapted graduation requirements, the student is entitled to receive a free appropriate public education (FAPE) through the semester in which he or she turns 21 years of age or determined no longer eligible as a result of a reevaluation. A General Education Development (GED) certificate does not meet district requirements that are comparable to a regular high school diploma. The IEP team making these decisions shall include a district representative knowledgeable about state and local graduation requirements.

#### **A. Individualized Education Program (IEP) Team Requirements regarding Graduation**

1. Determine whether the student will meet all state and local requirements to be eligible to graduate from high school and anticipated graduation date.
2. Develop the course of study in collaboration with the Parent Approved Student Learning Plan required for every student prior to the end of 8th grade.
3. Beginning no later than the end of the student's 9th grade, the IEP team shall review annually the student's course of study. The IEP team shall identify and make changes to the course of study needed for the student to meet graduation requirements .
4. The IEP team shall document any accommodations and adaptations made to the district's and state's regular graduation requirements on the student's behalf.
  - a. Graduation Requirements with Accommodations

Accommodations to graduation requirements are determined by the IEP team and are deemed necessary for the student to complete graduation requirements.

Further:

- 1) Accommodations to graduation requirements must specifically address completion of the student's secondary program.
- 2) Accommodations will maintain the same level of rigor to the district and state graduation requirements. For example, a teacher may use different instructional strategies or alternate methods for assessing the student's acquisition of skills that are equally rigorous.

- 3) Accommodations made to any district or state graduation requirement shall be stated in the student's IEP.

b. Graduation Requirements with Adaptations

Long-term consequences for the student shall be considered when adaptations are made to graduation requirements. Further:

- 1) Adaptations to graduation requirements shall specifically address completion of the student's secondary program.
- 2) Adaptations may alter the level of rigor required in the district or state graduation requirements. Examples of adaptations include changes made to course content, objectives, or grading standard that alter the level of rigor.
- 3) Adaptations of any district or state graduation requirement shall be stated on the student's IEP. The team should discuss with the parents the effect of adaptations on regular education diploma and FAPE.

5. Demonstration of Proficiency of State Achievement Standards State Board of Education rule (IDAPA 08.02.03.105.03) requires a demonstration of proficiency regarding the 10th-Grade Idaho Achievement Standards as a condition of graduation. Each student receiving special education services will include as part of his or her IEP a statement of how the student will demonstrate proficiency in the Idaho Achievement Standards as a condition of graduation. If the method is different than meeting proficient or advanced scores on the high school ISAT or an IAA, a student with an IEP may meet this requirement by:

- a. achieving the proficient or advanced score on the Idaho Standards Achievement Test (ISAT) or, for eligible students, on the IAA; or
- b. using the local alternate route established by the local school board as an alternate method of demonstrating proficiency; or
- c. completing alternate graduation requirements outlined in the IEP.

**B. Graduation Ceremonies**

A special education student who completes his or her secondary program through meeting graduation requirements or criteria established on his or her IEP will be afforded the same opportunity to participate in graduation ceremonies, senior class trips, etc., as students without disabilities.

**Section 3. Transcripts and Diplomas**

**A. Transcript**

The transcript serves as a record of individual accomplishments, achievements, and courses completed. Transcripts shall adhere to the following conditions:

1. Accommodations that allow the student to complete and demonstrate that he or she has met graduation requirements will not be noted on the transcript.
2. Adapted course work may be noted on the transcript if the parent and/or adult student is informed in advance and the designation is not discriminatory. More specifically, cannot identify the student as having a disability or receiving special education.
3. Course designations, titles, or symbols that are used solely to identify adapted course work that is taken by students with disabilities will not be used.

**B. Diploma**

1. For students who are eligible for special education services, the district will issue a high school diploma at the completion of their secondary program; this includes students who meet the graduation requirements with accommodations and/or adaptations.
2. A modified or differentiated diploma or certificate may not be used for students who are eligible for special education unless the same diploma or certificate is granted to students without disabilities in the same graduating class.

**Section 4. Grades, Class Ranking, and Honor Roll**

Grades earned by students with disabilities will not be categorically disregarded or excluded from district wide grade point average (GPA) standing. The district may establish objective criteria for class rankings, honors, etc., that weight courses according to degree of difficulty or exclude non core courses so long as such practices are nondiscriminatory. The district may use contracts with a student to establish grading criteria.



**Chapter 8**  
**CHARTER SCHOOLS**

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**Chapter 8**  
**CHARTER SCHOOLS**

Federal law requires that students with disabilities be offered educational choices comparable to those offered to students without disabilities. One of these choices is the opportunity to attend a public charter school. Each public charter school, whether a charter school within a district (LEA) or a charter school LEA (Local Education Agency), shares in the obligation to accept and appropriately serve students with disabilities under the IDEA 2004 in the same manner as any other public school.

**Section 1. Definition and Parent/Student Rights**

**A. Definition of Charter Schools**

In Idaho, a charter school is a public school authorized by Chapter 52, Title 33-5205, Idaho Code. A charter school operates as a nonprofit, publicly funded, nonsectarian school in one of two ways:

1. as a school within a district, if authorized by the local board of trustees of a school district (LEA); or
2. as its own LEA, if authorized by the Idaho Public Charter School Commission.

A charter school is bound by the conditions of its charter, all federal laws, and Idaho Code.

**B. The Rights of Charter School Students and Their Parents**

A charter school student is a public school student. Students with disabilities who attend charter schools and their parents have all of the same rights granted to students who attend other public schools. These rights are provided under the Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004); the Elementary and Secondary Education Act (ESEA), reauthorized as the No Child Left Behind Act (NCLB); Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA); and the Family Education Rights and Privacy Act (FERPA). Idaho law specifically states that charter schools cannot discriminate against any student on any basis prohibited by federal or state constitutions or any federal, state, or local law. Under Idaho State Law, the charter of an authorized charter school outlines specific mission statements, policies and procedures.

**Section 2. Responsibility for Services**

**A. Charter School Authorized by the District** (See definition in Section 1.A.1)

The district is ultimately responsible to ensure that the requirements of the IDEA 2004 are met with respect to students attending charter schools authorized by the district. A charter school's compliance with the IDEA 2004, Part B, is required regardless of whether the charter school receives any Part B funds.

1. To ensure that a charter school authorized by the district meets IDEA 2004 requirements, the district shall ensure services to students with disabilities attending the charter schools are provided in the same manner as the district serves students with disabilities in its' other schools, including providing supplementary and related services onsite at the charter school to the same extent to which the district has a policy or practice of providing such services on the site to its' other public schools.
2. The district shall have information on file with the State Department of Education (SDE) that demonstrates students with disabilities who attend charter schools authorized by the district will receive special education and related services from either the district or the charter school (or a combination of both).
3. The district will ensure that its charter schools participate in all monitoring activities conducted by the SDE.

**B. Charter School Operating as an LEA** (See definition in Section 1.A.2)

Only the Idaho Public Charter School Commission has the authority to allow the creation of a public charter school that operates as an LEA. A charter school LEA, whether virtual or brick-and-mortar or combination thereof, has an obligation to accept and appropriately serve students with disabilities and is solely responsible to ensure that the requirements of the IDEA 2004 are met with respect to students enrolled. Compliance with the IDEA 2004, Part B, is required regardless of whether the public charter school receives any Part B funds. A charter school LEA shall:

1. participate in all monitoring activities conducted by the SDE; and,
2. in its first year of operation, participate in an onsite technical assistance visit by an SDE special education monitoring team to ensure that the essential components of a special education program are in place.

**Section 3. Essential Components of a Special Education Program**

The Idaho charter school law requires each petition for a charter to describe the manner by which special education and related services will be provided to eligible students with disabilities.

Prior to approving a petition for a charter school, the authorizing entity—either the district or the Idaho Public Charter School Commission—shall ensure the petition includes:

1. Nondiscriminatory enrollment procedures.
2. Adequate plans, policies, procedures, contractual or other arrangements, and budget to ensure that students with disabilities attending the charter school will receive special education and related services that meet all the requirements of the IDEA 2004. The petition should describe how the charter school and its authorizing entity will:
  - a. have special education and related services as identified in student IEPs, in place by the first day of the school year;
  - b. conduct Child Find activities and evaluations;
  - c. develop, review, and revise IEPs in accordance with state and federal law;
  - d. employ and use highly qualified special education personnel;
  - e. meet LRE requirements;
  - f. implement the IDEA 2004 discipline procedures; and
  - g. protect student and parent rights.
3. Provisions to employ special education and related services professionals who are appropriately licensed and/or certificated for the duties they are assigned.
4. A professional development plan for the training needs of special education personnel as well as general education teachers in order to meet the needs of students with disabilities who are enrolled in the charter school.
5. A plan that ensures access to charter school programs, as required by the ADA. This plan may include the actual location of the school, classrooms, and settings within the classrooms to permit access by students with disabilities.
6. A transportation plan for special education students who may, because of the nature of their disabilities, be entitled to specialized transportation as a related service, even if the charter school does not provide transportation to other students.
7. Provisions for notifying the authorizing entity in the event that a formal complaint or due process hearing request is filed by or on behalf of a charter school student.

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**Section 4. Charter Schools and Dual Enrollment**

The Board of Trustees of a district shall adopt procedures governing dual enrollment. The parent or guardian of a student of school age who is enrolled in a public charter school shall be allowed to enroll the student in a public non-charter school for dual enrollment purposes. Any charter school student participating in dual enrollment may enter into any program in the non-charter public school that is available to other students. Special education services (specially designed instruction and related services designed to meet the unique needs of a student with a disability) will be provided as appropriate only in conjunction with enrollment in academic or non-academic programs so the students can meet the education standards of the district.

For detailed requirements and responsibilities governing dual-enrollment of charter school students, see Idaho Code 33-203 in Appendix 8.

**Section 5. Funding**

**A. State Funds**

The SDE will make apportionment payments (from state general funds) to each charter school based on attendance figures. The SDE will pay state funds directly to charter schools using the funding formula described in state law. A charter school may also be eligible for the following funds:

1. state funds for special education students who live in licensed group, foster, or personal care services homes under the provision of Idaho Code 33-1002B;
2. district-to-agency contract funds under a provision of Idaho Code 33-2004;
3. funds to serve high numbers of students with emotional disturbance under Idaho Code 33-2005; and
4. state enhancement funding sources.

**B. Federal Funds**

The SDE disburses federal flow-through funds to all authorized local education agencies (LEA's).

1. Charter School Authorized by the District

The district provides funds under Part B to those charter schools that are part of the district on the same basis as the district provides funds to the other public schools. This includes proportional distribution based on relative enrollment of students with

disabilities. This distribution is made at the same time as the district distributes funds to their other public schools and must be consistent with Idaho's charter school law. The individual school's approved charter will identify whether the district will provide funding or services of comparable value.

- a. The amount of funds or comparable services will generally be equal to the per student amount the district is allocated from the SDE in the current year multiplied by the charter school's December 1 Child Count from the **previous** school year.
- b. Under certain circumstances the district shall allocate Part B funds to an eligible charter school based on the number of special students enrolled and served in the **current** school year.
  - (1) The district will allocate funds to a charter school within 5 months of opening or significantly expanding its enrollment if the charter school notifies the district at least 120 calendar days before it opens or significantly expands its enrollment due to a significant event that is unlikely to occur on a regular basis (such as the addition of one or more grades or educational programs in major curriculum areas), and it takes place before February 1.
  - (2) When these conditions are met, the district will allocate funds to the charter school as follows:
    - i. If the opening or expansion occurs prior to November 1, the charter school will be allocated funds in the current school year based on the current school year's December 1 Child Count.
    - ii. If the opening or expansion occurs after November 1 but before February 1, the charter school will be allocated a pro-rata share of funds in the current school year based on the number of enrolled special education students with active IEPs 30 days after the opening or expansion. The pro-rata share will be the number of days the charter school will be open or expanded, divided by the number of days in the school year, multiplied by the number of special education students.
  - (3) If the opening or expansion occurs on or after February 1, the charter school will be allocated funds in the following school year based on the **following** school year's December 1 Child Count.
- c. For school districts that have authorized a virtual charter school and the charter school's students are enrolled in the district but live outside district boundaries and receive education outside the district, the SDE will determine the district's Title VI-B funding in the following way:

- (1) The calculation of the district's allocation will be made exclusive of the charter school's enrollment and special education enrollment (student count).
- (2) After calculating the allocations for all districts using the federal funding formula and the distribution formula for any supplemental award, the SDE will determine the statewide average per-student allocation.
- (3) The SDE will add to the district's base allocation an amount equal to the statewide average per-student allocation times the number of students with disabilities enrolled in and determined to be eligible for and receiving special education services.

2. Charter School Operating as an LEA

Public charter schools that are LEA's are responsible for adopting and implementing approved policies and procedures for special education and providing an assurance that funds will be used in accordance with Part B allowable uses.

- a. In the second and subsequent years of operation, Charter School LEAs will be allocated Part B funds in the same manner as all school districts – in accordance with the federally prescribed funding formula for the distribution of flowthrough funds.
- b. The policy for providing federal special education funds to new charter LEAs in the first year of operation, as required by federal regulation, includes the following steps:
  - (1) The LEA submits its December 1 Child Count as required by IDEA 2004.
  - (2) A Special Education Section monitoring team visits the new LEA to review the files of the students reported on the Child Count.
  - (3) The monitoring team determines the number of students meeting all eligibility requirements and receiving appropriate special education and related services.
  - (4) Based upon the number of students determined to be eligible, amounts of first-year Part B funds for allocation to the charter LEA are calculated as follows:
    - i. The statewide average per-student amount of Part B funding in the current year is determined.
    - ii. That amount is multiplied by the number of students who meet all eligibility requirements and are receiving appropriate special education services to determine the total allocation.

- (5) The charter LEA then shall complete the Title VI-B application documents. These include:
- i. Assurances and Policies and Procedures Adoption
  - ii. Maintenance of Effort Assurance
  - iii. Title VI-B Budget Form
- (6) Once the application is submitted and approved, the charter LEA may begin drawing down these funds for the approved special education purposes.





**Chapter 9**  
**PRIVATE SCHOOL STUDENTS**

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**Chapter 9**  
**PRIVATE SCHOOL STUDENTS**

The Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) and Idaho Administrative Code includes the following:

- ▶ statutory and regulatory language, which states that students who are voluntarily enrolled in private schools are not entitled to all of the same services, including the right to FAPE, as public school students;
- ▶ district responsibilities for special education students under Idaho's dual enrollment law; and
- ▶ the legal requirements that come into play when a parent unilaterally enrolls his or her child in a private school and asks the district for reimbursement of these costs.

**Section 1. Definitions of Private School Placements**

In order to describe the district's responsibilities for serving private school students, it is helpful to distinguish three separate ways that students are placed in private schools. These are defined by who enrolls or places the student in a private school and why.

**A. Definition of Voluntary Enrollment by a Parent**

A parent may choose to enroll his or her child in a private school for a variety of personal reasons, such as to obtain a religious education, to attend a school with a particular philosophy or curriculum, or because the parent is dissatisfied with the services offered or provided by the district. This is considered a voluntary enrollment. See Section 2 and Section 4 of this chapter for district responsibilities.

**B. Definition of District Placement**

At times, the district may place a student in a private school or facility to fulfill its obligation to provide a free appropriate public education (FAPE). These placements are always made by an individualized education program (IEP) team in accordance with the requirements of Section 3 of this chapter.

**C. Definition of Unilateral Placement of Students with disabilities by their Parents when FAPE is an issue**

A parent may withdraw a student with a disability from a public school and then enroll the student in a private school or provide services from a private provider at parent expense because he or she believes the district has not provided FAPE in a timely manner. The parents may attempt to seek-reimbursement for the costs associated with the placement. All students who are

placed by a parent when FAPE is an issue are also voluntarily enrolled in a private school. Specific information regarding a parent's request for reimbursement of costs of student enrollment in a private school in this situation is included in Section 5 of this chapter.

### **Section 2. Students Voluntarily Enrolled by Parents**

#### **A. District Consultation with Private School Representatives** (may be done in coordination with Title 1 requirements for consultation)

To ensure timely and meaningful consultation a district will consult with private school representatives and representatives of parents of parentally placed private school students with disabilities during the design and development of special education and related services for the students. The consultation process shall include;

1. Child Find: The Child Find process and how parentally placed private school children suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process.
2. Proportionate Share of Funds: The determination of the proportionate amount of federal funds available to serve parentally placed private school children with disabilities under this subparagraph, including the determination of how the amount was calculated. Refer to Section 2 for information regarding the calculation of the proportionate share of funds.
3. Determination of Special Education and Related Services: Given the amount of funds to be dedicated by the district, the discussion will include the consideration of how, where, and by whom special education and related services will be provided for parentally placed private school students with disabilities, including:
  - a. types of services, including direct services and alternate service delivery mechanisms;
  - b. how such services will be apportioned if funds are insufficient to serve all students;
  - c. how and when these decisions will be made; and
  - d. how the provided services will be evaluated.
4. Ongoing Communication: Clarify how the private schools and district will operate throughout the school year to ensure that parentally placed private school students with disabilities identified through the Child Find process can meaningfully participate in special education and related services. Annual consultation is not required to make these decisions. The district determines the period between consultations based on changing circumstances within the district, such as significant changes in the total amount of

funds to be expended and/or the number and location of private school students with disabilities.

5. Written Affirmation: When timely and meaningful consultation has occurred:
  - a. the district will obtain a written affirmation signed by the representatives of participating private schools;
  - b. if the representatives do not provide the affirmation within a reasonable period of time the district will forward the documentation of the consultation process to the State Department of Education (SDE).
6. District Decisions: Following consultation with the private school representatives, the district will make final decisions concerning items a-d addressed above in number 3.
7. Written Explanation by the District Regarding Services: If the district disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the district will provide to the private school officials a written explanation of the reasons why the district chose not to provide services directly or through a contract.

**B. Compliance with Consultation Process**

1. General Compliance: A private school official has the right to submit a complaint to the SDE that the district:
  - a. did not engage in consultation that was meaningful and timely; or
  - b. did not give due consideration to the views of the private school official.
2. Procedure for Complaint
  - a. If the private school official wishes to submit a complaint, the official will provide the basis of the complaint to the SDE.
  - b. The district will forward the appropriate documentation to the SDE.
  - c. If the private school official is dissatisfied with the decision of the SDE, the official may submit a complaint to the Secretary of the US Department of Education by providing the basis of the complaint against the district to the Secretary, and the SDE will forward the appropriate documentation to the Secretary.

**C. Child Find Requirements**

The district shall have an ongoing Child Find system to locate, identify, and evaluate all students with disabilities ages 3 through 21 who are educated within the district's geographic boundaries. This includes students who have been placed by a parent in a private elementary or secondary school (including a religious school) located in the district regardless of the student's state or local residency.

The Child Find process will be designed to encompass the following:

1. The Child Find process will ensure the equitable participation of parentally placed private and home school students with disabilities.
2. Child Find activities for private school students will be similar to Child Find activities for public school students, which include the evaluation process within comparable timelines.
3. The district will consult with private school representatives and representatives of parents who place their children in private schools regarding the Child Find procedures.

**D. Annual Count of Eligible Students**

The district shall conduct an annual count on December 1 and report to the State Department of Education the number of private school children evaluated, the number found eligible and the number who are provided with special education services. This includes 3-5 year olds identified through the child find process that are enrolled in private schools that meet the definition of an elementary school. This count will be used to determine the amount of funds the district shall expend providing special education and related services to private school students in the next school year (see Section 2E). The district will consult with representatives of private school students to determine how to conduct the count.

**E. Provision of Services**

Provision of services applies to all eligible students who attend private schools within the district's geographical boundaries regardless of where they reside. Parentally placed private school students with disabilities do not have an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school. Services offered to parentally placed private school students are determined through the district and private school consultation process.

1. District Responsibilities

- a. Private school students with disabilities may receive a different amount of services than public students with disabilities; they are not entitled to every service or the amount of service that they would receive if enrolled in public school. This means that it is possible for a private school student to receive only a related service or piece of equipment.
  - b. Special education and related services provided to parentally placed private school students with disabilities, including materials and equipment, will be secular, neutral and non-ideological.
  - c. The district is required to offer FAPE to private school students who reside in their district, including when the student attends a private school outside of the district boundaries unless the parent makes clear their intention to keep their child in the private school.
  - d. Services may be provided at a public school building or another agreed upon site (including parochial schools to the extent consistent with the law) determined by the district in consultation with appropriate representatives of private school students.
  - e. Services provided to private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools.
2. Eligibility for Services

If an evaluation team determines that a student needs special education and related services:

- a. The district of residence shall offer to make FAPE available upon enrollment or dual enrollment in a district public school; or
  - b. If the parent chooses not to enroll the student in the district of residence and designated funds are available in the district in which the private school is located, a meeting will be held to develop a Services Plan (SP). The meeting will include a representative of the private school to develop a Services Plan (SP).
  - c. Any services the district provides to a private school student shall be in accordance with an SP.
3. Service Plan Development

The Service Plan (SP) shall describe the specific special education and related services that will be provided to the student in light of the determinations that have been made

by the district. To the extent appropriate, the district shall initiate and conduct meetings to develop, review, and revise SPs in accordance with the following requirements:

- a. Given the services that the district has elected to provide to private school students, the SP must meet the requirements of the IEP to the extent appropriate (see Chapter 5). The SP excludes sections pertaining to:
  - (1) extended school year (ESY) services;
  - (2) participation in statewide and district wide assessments;
  - (3) placement determination (LRE);
  - (4) December 1 federal report settings; and
  - (5) elements that, although typical for an IEP, would be inappropriate given the services the district has elected to provide.
- b. An SP shall be in effect at the beginning of each school year and accessible to each person responsible for its implementation.
- c. Meetings shall be held to review and revise SPs at least annually to address any lack of student progress toward goals and in the general education curriculum.
- d. The SP team members include the same members as an IEP team. The district will ensure that a representative of the private school attends these meetings or participates by some other means.
- e. A parent shall be invited to SP meetings at a mutually agreed upon date and time. The invitation must indicate the purpose, time, and location of the meeting. The parent shall be informed that he or she may bring other persons knowledgeable about the student to the meeting. A copy of the SP will be given to the parent.
- f. The team developing the SP will consider the student's strengths and results of the most recent evaluations. The private school general education teacher should participate in the development, review, and revision of the SP.
- g. If necessary for a private school student to benefit from or participate in the services the district has selected to provide, the district shall provide transportation from the student's school or home to the site where services will be provided. The district shall take the student back to either the private school or the home, depending on the timing of the services. In this sense, transportation is not a related service but a means of making the services offered accessible. Transportation costs may be included in the district's expenditure requirement. The district is not required to transport the student from home to the private school.



**F. Dispute Resolution**

Due process hearings are available to parents of private school students only on the issue of Child Find and evaluation. Parents may challenge decisions regarding the provision of services by filing a formal complaint with the SDE.

**G. Determining the proportionate funding for private school students**

IDEA 2004 requires school districts to dedicate a proportionate share of funds received under Part B to provide services for parentally placed students with disabilities who attend private schools within the boundaries of the district, regardless of their place of residence. To determine this proportionate amount, the district shall first determine the number of these private school students through the Child Find activities developed in the consultation process with private school representatives.

The number of parentally placed private school students is divided by the total (public and private) number of students with disabilities in the district to arrive at the percentage of private school students with disabilities. This percentage is then applied to the total funding received by the district under Part B grants Section 611 (ages 3-21) and Section 619 (ages 3-5) to determine the district's obligation.

**Example for the XYZ School District:**

- A. The number of parentally placed private school children within the district on December 1, 2005: **10**
  - B. The number of public school children with disabilities on December 1, 2005: **90**
  - C. Percentage of private school children with disabilities: **A** divided by **A+B = 10%**
  - D. Total Part B funds allocated for school year 2006-2007: **\$150,000**
  - E. Amount the district shall spend on providing special education and related services to parentally-placed private school students in 2006-2007: **C x D = \$15,000**
1. State and local funds may supplement but may not supplant the proportionate amount of Federal funds required to be expended for parentally-placed private school children with disabilities.
  2. The costs of private school consultations and of carrying out child find activities may not be paid from the proportionate share of funds.
  3. The cost of any special education or related service, such as direct service, consultation, equipment, materials, or transportation may be used to determine that the district has

satisfied its expenditure requirement for private school students with disabilities.

4. If all proportionate funds set aside for private school students in a given fiscal year are not expended in that year they shall be carried forward into the next year for the purpose of providing equitable services.

#### **H. Expenditure Guidelines**

1. The district may place equipment and supplies that are purchased with Part B funds in a private school for a period of time needed for a program for eligible students with disabilities; however, the district shall:
  - a. retain title and exercise continuing administrative control over all equipment and supplies;
  - b. ensure that all equipment and supplies are used only for Part B purposes;
  - c. ensure that all equipment and supplies can be removed without remodeling the private school; and
  - d. remove equipment and supplies if necessary to prevent unauthorized use.
2. The district may use Part B funds to pay an employee of a private school to provide services to students with disabilities when the employee performs the services:
  - a. outside of his or her regular hours of duty; and
  - b. under public supervision and control.
3. Part B funds shall not be used to:
  - a. finance the existing level of instruction in the private school or otherwise benefit the private school;
  - b. meet the needs of the private school; or
  - c. meet the general needs of students enrolled in the private school.
4. Part B funds shall not be used for repairs, remodeling, or construction of private school facilities.
5. If it is possible for classes to include students enrolled in both public and private schools, then the classes must not be organized separately on the basis of school enrollment or religion.

6. The district shall not appropriate any funds to private schools controlled by any church, sectarian, or religious denomination.

### **Section 3. Students Placed by the District**

When the district places a student with a disability in a private school or facility, as a means of providing special education services, the district shall ensure the following:

1. All special education procedures and timelines are followed.
2. Special education and related services are provided in accordance with an IEP.
3. A representative of the private school or facility attends or participates in the meeting to develop the IEP.
4. The responsibility for reviewing and revising IEPs remain with the district.
5. Services are provided at no cost to the parent, including reimbursement to the parent for transportation and other costs associated with participation at an IEP meeting conducted in a geographical area outside the jurisdiction of the district.
6. The placement in the private school or facility is the LRE for that student.
7. The student is provided an education that meets state and district standards.
8. The student is afforded the same rights as students with disabilities who attend public schools.
9. The parent is afforded the same rights as parents of students attending public schools.

In accordance with federal and state law, the SDE shall approve special education programs in private schools and facilities. The district shall ensure a program is approved prior to placing a student in that school or facility.

At the discretion of the district, once a student with a disability enters a private school or facility, meetings to review and revise the IEP may be initiated and conducted by the private school or facility. If the private school conducts a meeting, the district shall ensure that the parent and a district representative are involved in and agree to any proposed changes in the IEP before the changes are implemented.

**Section 4. Dual Enrollment of Private School Students by Parents**

According to Idaho Code, parents of private school students “shall be allowed to enroll the student in a public school for dual enrollment purposes.” Private school students who are dually enrolled are considered to be nonpublic school students. The district shall allow private school students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and
2. receive accommodations in the general education courses for which they are enrolled on a 504 plan, if needed.

Private school students may not dually enroll solely for special education. The dual enrollment statute does not establish an entitlement to FAPE for a student with a disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.

The reporting of attendance for private school students in the district is allowed under dual enrollment. If a student attends at least 2.5 hours per week without rounding hours, he or she shall be included in the weekly aggregate attendance. The average daily attendance (A.D.A.) is computed as .5 if the aggregate weekly hours are 2.5 or greater but less than 4.0 hours. When there are 4.0 hours or greater, divide by 4 to get the A.D.A.

Dually enrolled private school students could also be eligible to receive services that have been agreed upon through the district and private school consultation process. These services would be delivered through a Service Plan.

**Section 5. Unilateral Placement of Student by Parents When FAPE is an Issue**

**A. General Provisions for Reimbursement to the Parent**

1. The district is required to make FAPE available to all eligible students with disabilities. If parents do not access FAPE, then the district is required to make provisions for private school students to receive Part B services consistent with Section 2E of this chapter.
2. The district is not required to pay for costs of tuition, special education, or related services and associated costs at a private school or facility for a student who was unilaterally placed there by a parent if the district made FAPE available to the student in a timely manner. If a parent disagrees with the availability of FAPE and there is a question about financial responsibility, the parent may request a due process hearing

3. If the parent of a student with a disability, who previously received special education and related services from the district, enrolls the student in a private elementary or secondary school without the consent of the district, a court or hearing officer may order the district to reimburse the parent for the costs of unilaterally placing the student in a private school if the court or a hearing officer determines that:
  - a. the district had not made FAPE available to the eligible student in a timely manner prior to the time the parent enrolled the student in the private school; and
  - b. the parent's placement is appropriate.
4. A hearing officer may find a student's placement in a private school or facility by a parent appropriate even if the private school or facility does not meet state standards.

**B. Denial or Reduction of Reimbursement to the Parent**

A court or hearing officer may reduce or deny reimbursement to a parent for the cost of a unilateral placement in a private school or facility under the following circumstances:

1. The parent did not inform the district that he or she rejected the placement proposed by the district to provide FAPE and did not state his or her concerns and intent to enroll the student in a private school. This written notification by the parent shall be provided to:
  - a. the IEP team at the most recent IEP meeting prior to removing the student from the public school; or
  - b. the district at least 10 business days (including any holidays that occur on a business day) prior to removing the student from public school.
2. Prior to removal of the student from the public school, the district informed the parent of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parent did not make the student available for the evaluation.
3. A judicial decision finds unreasonableness with respect to the actions taken by the parent.

Reimbursement shall not be reduced or denied under any of the following circumstances:

1. The district did not notify the parent of his or her obligation to provide the notice set forth in number 3 above or the district/school prevented the parent from providing that notice.
2. The parent had not received written notice.

3. The district's proposed placement would likely result in physical harm to the student.

Reimbursement may not be reduced or denied at the discretion of a court or hearing officer for failure to provide this notice if:

1. The parents are not literate or can not write in English, or
2. The district's proposed placement would likely result in serious emotional harm to the student.

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**AFFIRMATION OF CONSULTATION WITH PRIVATE SCHOOL OFFICIALS  
AND REPRESENTATIVES OF PARENTS**

P.L. 108-448 Individuals with Disabilities Education Improvement Act of 2004 (IDEA, 2004) requires that timely and meaningful consultation occur between the district and private school representatives and representatives of parents of parentally placed private school students with disabilities.

The following topics are to be discussed during the consultation:

- The child find process and how parentally placed private school students suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process;
- The determination of the proportionate amount of Federal funds available to serve such students, including the determination of how the amount was calculated;
- The consultation process among the district, private school officials, and representatives of such students, including how such process will operate throughout the school year to ensure that such students identified through the child find process can meaningfully participate in special education and related services;
- How, where, and by whom special education and related services will be provided for such students, including a discussion of types of services, including direct services and alternate service delivery mechanism, how such services will be apportioned if funds are insufficient to serve all [such students], and how and when these decisions will be made; and
- If the district and a private school official disagree on the provision of services or types of services, the district will provide a written explanation of its decision to the private school official.

The district shall obtain a written affirmation signed by the representatives of participating private schools. If such representatives do not provide such affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the State Department of Education (SDE).

A private school official shall have the right to submit a complaint to the SDE that the district did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official. The district shall forward the appropriate documentation to the SDE. If the private school official is dissatisfied with the decision of the SDE, such official may submit a complaint to the Secretary of Education by providing the basis for the noncompliance.

Provision of equitable services shall be provided by employees of the district or through contract by the district with an individual, association, agency, organization, or other entity. Special education and related services provided to such students, including materials and equipment, shall be secular, neutral, and nonideological.

The control of funds used to provide special education and related services, and title to materials, equipment, and property purchased with [Federal special education] funds shall be in the district for the uses and purposes provided, and the district shall administer the funds and property.

We agree that the district provided timely and meaningful consultation regarding the bulleted items above.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Private School Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Name & Number

\_\_\_\_\_  
Private School Name



**Chapter 10**  
**IMPROVING RESULTS**

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**Chapter 10**  
**IMPROVING RESULTS**

This chapter reflects the changes in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) that focus on improving educational outcomes, analyzing and reporting data to the public, and ensuring that personnel who work with students with disabilities are prepared to meet their unique needs.

**Section 1. Monitoring Priorities and Indicators**

IDEA 2004 requires increased accountability for programs serving students with disabilities. Monitoring priorities include both performance and compliance goals. Accountability areas established by IDEA 2004 include FAPE in the LRE, Effective General Supervision, and Disproportionality. Each priority area encompasses specific performance indicators. These indicators include both performance and compliance components. Data on those indicators shall be collected, submitted to the SDE, and publicly reported annually. That data shall be used to evaluate the effectiveness of programs and identify strategies to improve student outcomes.

The district is required to submit timely and accurate data from which the district's performance will be calculated on the following goals:

**A. FAPE in the LRE**

1. Graduation Rate
2. Dropout Rate
3. Participation and Performance of Students with Disabilities on Statewide Assessments
4. Suspension and Expulsion Rates for students with disabilities
5. Students ages 6-21 educated with typically developing peers
6. Students ages 3-5 educated with typically developing peers
7. Students ages 3-5 developing positive social-emotional skills, early literacy, and behavior
8. School facilitation of parent involvement to improve services and results

**B. Disproportionality**

1. Representation of race/ethnicity in special education programs
2. Representation of race/ethnicity in specific disability categories

**C. Effective General Supervision**

1. Initial eligibility established within 60 days of consent
2. Eligibility established for children referred from Part C and receiving services by their 3<sup>rd</sup> birthday
3. By age 16, students have a coordinated, measurable post-secondary goal(s) and transition services needed to meet their goals
4. Students no longer in secondary school who are employed, in post-secondary school, within one year of leaving high school
5. Identify and correct noncompliance as soon as possible, but no later than 1 year from identification

**D. SDE Responsibility**

The SDE is required to collect, review, and analyze data on an annual basis to determine if the state and districts are making adequate progress toward the required performance goals. This monitoring process includes:

1. Measuring performance on goals both for the state and the districts.
2. Monitoring based on district data, compliance with IDEA Regulations, and progress made toward meeting state goals.
3. Identifying districts in one of the following categories: Meets requirements; Needs Assistance; Needs Intervention; Needs Substantial Intervention.
4. Providing technical assistance statewide, and targeted technical assistance to districts demonstrating the highest needs.
5. Reporting to the public on the state and districts' performance on state goals.
6. Developing and submitting an Annual Performance Report and revising the State Performance Plan, as needed, to address state performance on required goals.

**E. District Responsibility**

Progress on the state's performance goals is directly linked to the districts' efforts and progress in these same areas. On an annual basis and as part of Continuous Improvement Monitoring, the district shall:

1. ensure the data it collects and reports to the SDE regarding special education students and personnel is accurate;
2. use data-based decision-making procedures to review and analyze data to determine if the district is making adequate progress toward performance goals;
3. adjust strategies, as needed, to meet goals and improve student outcomes.

### **Section 2. Early Intervening Services**

Under IDEA 2004, the district may use up to 15% of its IDEA Part B allocation in any fiscal year to provide early intervening services for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.

These funds may be used for activities that include:

1. Professional development for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software
2. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

#### **A. Budget Requirements**

If the district chooses to use IDEA Part B funds in any fiscal year to provide early intervening services, the district will budget the amount used to provide these services, up to a maximum of 15% of the total allocation, in the Title VI-B budget that is submitted annually to the SDE as part of the Title VI-B and Preschool Application.

#### **B. Reporting Requirements**

When the district uses IDEA Part B funds to provide early intervening services, an annual report shall be submitted to the SDE on:

1. The number of children who received early intervening services; and
2. The number of children who received early intervening services and subsequently receive special education and related services during the preceding two year period.

**C. Relationship between FAPE and Early Intervening Services**

Early intervening services provided by the district shall not be construed to either limit or create a right to FAPE under IDEA 2004 or to delay appropriate evaluation of a student suspected of having a disability.

**Section 3. Personnel**

The district shall ensure that personnel working with students with disabilities meet the qualifications established by the State Department of Education and have the content knowledge and skills to meet the needs of these students.

**A. Appropriate Certification or Licensure**

Public school personnel shall meet the appropriate certification or licensure requirements for position assignments. Complete certification standards for personnel providing special education or related services may be found in the handbook titled Idaho Standards for the Initial Certification of Professional School Personnel (June 2005). This handbook is available from the SDE Division of Innovation and Choice.

The lists that follow are general guidelines only. They do not include every possible position or licensing situation. For more information call the SDE Division of Innovation and Choice at 208/332-6800.

1. The following special education and related services positions require individuals who are employed by the district to be certificated and to meet any additional licensure requirements:
  - a. audiologist;
  - b. consulting teacher;
  - c. counselor;
  - d. director of special education;
  - e. early childhood special education teacher;
  - f. school psychologist;
  - g. special education teacher;
  - h. speech-language pathologist; and



- i. supervisor/coordinator of special education.
2. Some special education service providers need both licensure in their area of expertise and certification from the SDE.
  - a. School nurses are certificated by the SDE and licensed by the State Board of Nursing.
  - b. School social workers are certificated by the SDE and licensed by the Bureau of Occupational Licenses.
3. Some special education service providers must meet the licensure or certification requirements in their respective professions, but certification from the SDE is not required.
  - a. Occupational therapists and physical therapists are licensed by the State Board of Medicine.
  - b. Vocational education teachers are certificated by the Idaho Division of Professional-Technical Education.
  - c. Vocational rehabilitation counselors must meet national standards for Certified Rehabilitation Counseling (CRC) to be employed by the Idaho Division of Vocational Rehabilitation.
4. Individuals who used a consultant specialist provision or a letter of authorization in the past are no longer able to use these emergency certificates as an alternative for individuals to become certificated teachers in Idaho. The district shall use the alternative authorization options to request alternative endorsement/certification when a professional position cannot be filled with someone who holds the appropriate endorsement/certification.

### **B. Highly Qualified Special Education Teachers**

In addition to being certified, K-12 special education teachers in the district shall meet the “highly qualified teacher standards” identified in the No Child Left Behind (NCLB) Act. The highly qualified special education teacher requirement does not apply to preschool programs since early childhood education is not a part of the Idaho public elementary and secondary school system at this time.

#### **1. General Requirements for Special Education Teacher**

Any K-12 special education teacher who is not teaching a core academic subject and only consults with regular education teachers or reinforces instruction from a regular education teacher is highly qualified if the teacher holds a K-12 Exceptional Child Certificate. No waiver or temporary certification qualifies. However, a special education

teacher can meet the general requirements of highly qualified if they are enrolled in an approved alternative route to certification program.

2. Requirements for Special Education Teachers teaching a core academic subject

If a special education teacher is the primary deliverer of instruction in a core content subject, they shall have met the highly qualified teacher standard in each area taught.

3. Requirements for Special Education Teachers teaching multiple subjects

In the case of a teacher who is not new to the profession, the special education teacher shall demonstrate competence in all the core academic subjects which the teacher teaches in the same manner as is required for elementary, middle, or secondary school teachers who are not new to the profession.

In the case of a new special education teacher who teaches multiple subjects, and who is highly qualified in mathematics, language arts, or science, the teacher shall demonstrate competence in the other core academic subjects which the teacher teaches not later than two years after the date of employment.

4. Requirements for Special Education Teachers teaching to Alternate Standards

Both new and veteran special education teachers who teach core academic subjects exclusively to students assessed against alternate achievement standards (students with significant cognitive disabilities) shall be highly qualified by either:

- (1) meeting the NCLB Act requirement for any elementary, middle school, or high school teachers who are new or not new to the profession; or
- (2) meeting the requirements of the ESEA as applied to an elementary school teacher, or, in the case of instruction above the elementary level, demonstrate subject matter knowledge appropriate to the level of instruction being provided and needed to effectively teach to those grade level standards.

5. Assurance of Highly Qualified Standards

The district shall take measurable steps to recruit, train, hire, and retain highly qualified special education teachers. The district will collect and monitor data about special education personnel qualifications and ensure that personnel are appropriately and adequately prepared to serve students with disabilities.

In Title I schools, parents will be notified if students are taught for 4 or more consecutive weeks by a special education teacher who is not highly qualified.

## **B. Shortage of Personnel**

If there is a shortage of highly qualified personnel, the district shall take measurable steps to recruit and hire highly qualified personnel to provide special education and related services to students with disabilities. However, when a professional position cannot be filled with an individual who has the appropriate certification, vacant positions may be filled with personnel on the following approved alternate pathways to teaching:

1. **Teacher to New Certification** – An individual holds a Bachelor’s degree and a valid teaching certificate without full endorsement in area of need. The candidate works towards completing a preparation program for special education certification and is employed by the district.
2. **Content Specialist** – An individual who is highly and uniquely qualified in an area holds a Bachelor’s degree. The candidate works towards completing a preparation program while employed by the district. The preparation program must include mentoring, one classroom observation per month until certified, and prior to entering the classroom; the candidate completes an accelerated study in education pedagogy.
3. **Computer Based Route to Teacher Certification** – An individual may acquire interim certification through a computer-based alternative route to teacher certification that is approved by the State Board of Education. On November 4, 2003, the Idaho State Board of Education passed a temporary rule approving ABCTE (American Board for Certification of Teacher Excellence) as an alternate route to Idaho certification. During the interim certification, teaching shall be done in conjunction with a two year mentoring program approved by the Board.

Further information and all requirements for each alternative route to certification are available in Idaho Administrative Code (IDAPA 08.02.02) and the Idaho Standards for the Initial Certification of Professional School Personnel document (June 2005).

Nothing in the IDEA 2004 creates a right of action for due process on behalf of a student or class of students for failure to employ highly qualified staff.

## **C. Paraprofessionals, Assistants, and Aides**

The district may employ paraprofessionals, assistants, and aides who are appropriately trained and supervised to assist in the provision of special education and related services to students with disabilities if they meet standards established by the SDE (see pages 147-156).

Appropriate duties to be performed by paraprofessionals are:

1. Provide one-on-one tutoring for eligible students during non-instructional time by a teacher or related service provider.
2. Assist with classroom management and organizing materials.
3. Provide assistance in a computer lab or media center.

4. Conduct parental involvement activities.
5. Act as a translator.
6. Assist in provision of instructional services only under the direct supervision of a certified teacher or related service provider.
  - a. Teacher plans instruction and evaluates student achievement.
  - b. Paraprofessional works in close and frequent physical proximity to teacher or related service provider.

A special education paraprofessional working in a Title I school-wide program shall be highly qualified as demonstrated by the competencies listed in the NCLB Act.

1. Strategies to Assist Individuals in Meeting Paraprofessional Standards

The district shall assist individuals in meeting the paraprofessional standards established by the SDE. A variety of strategies may be used to assist individuals in developing the skills necessary to meet the paraprofessional standards, including:

- a. participating in on-the-job training with follow-up provided by the supervising teacher;
- b. reading printed materials;
- c. participating in workshops;
- d. viewing videos;
- e. completing university course work;
- f. conducting personal research and studying; or
- g. training sponsored by the district.

2. Verifying that an Individual Has Met Paraprofessional Standards

The district will determine the means of verification that will be used to assess whether individuals working with students with disabilities have met the paraprofessional standards. Competence may be demonstrated in a variety of ways, such as:

- a. successful performance of duties;
- b. interview with the paraprofessional;
- c. observation;
- d. portfolio assessment;

- e. completion of a course or workshop; or
- f. verification from a former employer.

The district may encourage qualified para-educators employed in their classrooms to become certified teachers. The alternative route preparation program for para-educator to teacher must be completed within five years of admission to the program. Candidates work toward completion of a preparation program while employed by the school district.

#### **D. Educational Interpreters**

The district may only employ an individual as an educational interpreter if they have met the state qualifications identified in Idaho Code 33-1304. Educational interpreters employed by the district shall complete a minimum of eighty (80) hours of training in the areas of interpreting or translating every five years.

#### **E. Supervision of Staff**

A teacher and/or a related service provider with appropriate certification or licensure who has been informed of his or her specific responsibilities related to a student's IEP has the primary responsibility to ensure the appropriate implementation of the IEP. The district has policies and procedures for the supervision and evaluation of all certificated/licensed or contracted employees.

The certificated/licensed teacher and/or related service provider will generally be responsible for the supervision of all paraprofessionals, assistants, and aides who provide direct services to students with disabilities. All paraprofessionals, assistants, and aides must have a supervision plan developed by a certificated or licensed professional.

#### **F. Professional Development Plan**

The district will take measures to ensure that all personnel necessary to provide special education and related services according to IDEA 2004 are appropriately and adequately prepared. Personnel may use a variety of opportunities for technical assistance and training activities to further develop professional knowledge and skills in order to meet the needs of students with disabilities.

To the extent the district determines it is appropriate, paraprofessional personnel may use the technical assistance and training activities offered by the district or SDE to fulfill part of the Standards for Paraprofessionals Supporting Special Needs Students. See pages 151-160 for a list of the standards.



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**STANDARDS FOR PARAPROFESSIONALS SUPPORTING STUDENTS WITH SPECIAL NEEDS**

State and federal law requires paraprofessionals who assist in the provision of special education and related services have the skills and knowledge necessary to meet the needs of students with disabilities. To this end, the State Department of Education has developed “Standards for Paraprofessionals Supporting Special Needs”

Orientation and training in the paraprofessional’s first year of employment target entry-level standards to ensure that all paraprofessionals are knowledgeable, have the skills needed to support the programs to which they are assigned, and comply with legal and policy requirements. Training to address intermediate standards can extend over a two-year period and is planned according to the needs of the paraprofessional, as determined by the annual evaluation. Training to address advanced standards is not required.

(E) = Entry Level

(I) = Intermediate

(A) = Advanced

**Principle 1: The paraprofessional has a basic knowledge of the discipline(s) taught and supports the teacher/provider in creating learning experiences that make the subject matter meaningful for students.**

**Knowledge**

1. The paraprofessional has the basic academic skills needed to perform his or her assignments. (E)
2. The paraprofessional possesses basic educational terminology regarding students, programs, roles, and instructional activities. (I)

**Disposition**

1. The paraprofessional realizes how the application of learning is useful in life.

**Performance**

1. The paraprofessional demonstrates the academic skills needed to perform his or her assignment(s). (E)
2. The paraprofessional is able to use basic educational terminology to understand assigned tasks. (I)
3. The paraprofessional presents subject area content accurately to students. (I)

**Principle 2: The Paraprofessional has a basic knowledge of how students learn and develop and assists in providing opportunities that support the students’ intellectual, social, and personal development.**

**Knowledge**

1. The paraprofessional understands which materials and activities are chronologically age appropriate. (I)

**Disposition**

1. The paraprofessional appreciates individual variations within each domain of development.

**Performance**

1. The paraprofessional uses developmentally-appropriate and age-appropriate strategies, equipment, materials, and technologies as directed by the teacher/provider. (I)

**Principle 3: The paraprofessional knows that students differ in their approaches to learning and assists in creating instructional opportunities that are adapted to students with diverse needs.**

**Knowledge**

1. The paraprofessional understands the impact that a disability or a combination of disabilities may have on a student's life. (E)
2. The paraprofessional knows about different methods that are used by teacher/providers to accommodate individual student learning needs. (I)
3. The paraprofessional has a basic knowledge of the strategies used to support the learning of students whose first language is not English. (I)
4. The paraprofessional has an awareness of common assistive technology devices used to accommodate student learner needs. (I)
5. The paraprofessional understands, in general terms, Idaho's special education requirements, including definitions, qualifications, and services. (I)
6. The paraprofessional knows about areas of exceptionality, such as learning disabilities, visual and perceptual difficulties, emotional and behavioral problems, physical and cognitive delays, and giftedness. (I)
7. The paraprofessional understands variations of beliefs, traditions, and values regarding disability across cultures and their effect on relationships among the student, the family, and school personnel. (A)

**Disposition**

1. The paraprofessional has an appreciation of programs for students with diverse needs.
2. The paraprofessional believes that all students can learn.
3. The paraprofessional believes his or her role includes advocating for, encouraging, motivating, and facilitating individual learning.
4. The paraprofessional respects students as individuals with differing backgrounds, skills, talents, and interests.
5. The paraprofessional is sensitive to community and cultural norms.

**Performance**

1. The paraprofessional uses his or her understanding of program requirements to carry out assignments. (E)
2. The paraprofessional persists in helping all students achieve success. (E)
3. The paraprofessional assists in adapting instructional strategies and materials according to student needs and ability levels. (I)
4. The paraprofessional assists the teacher/provider to maintain assistive/adaptive/medical services. (I)
5. The paraprofessional demonstrates the ability to carry out a variety of teacher/provider directed accommodations and adaptations to address the individual student's needs. (I)
6. The paraprofessional demonstrates proper lifting, carrying, and transferring techniques. (I)
7. The paraprofessional uses a number of teacher/provider directed strategies to support the learning of students whose first language is not English. (I)

**Principle 4: The paraprofessional understands and uses a variety of instructional strategies to assist the teacher/provider.**

**Knowledge**

1. The paraprofessional knows where to access a variety of learning resources. (E)
2. The paraprofessional understands that students from diverse experiential, cultural, economic, and language backgrounds may need different strategies for learning. (I)

3. The paraprofessional has a basic understanding of a variety of instructional techniques used by the teacher/provider. (I)
4. The paraprofessional understands basic instructional, remedial, and accelerated methods, techniques, and materials for teaching a variety of students. (A)

**Disposition**

1. The paraprofessional believes that a variety of instructional strategies may be necessary to meet individual needs.
2. The paraprofessional values flexibility and resourcefulness in supporting the teacher/provider in adapting and modifying instruction to address student needs.

**Performance**

1. The paraprofessional uses a variety of instructional techniques as modeled by the teacher/provider. (I)
2. The paraprofessional locates and maintains a variety of instructional resources as directed by the teacher/provider. (I)

**Principle 5: The paraprofessional understands the impact of the educational environment on student learning, self-motivation, and positive social interaction and assists in creating a positive learning environment.**

**Knowledge**

1. The paraprofessional understands district guidelines for protecting the safety, health, and well-being of students and staff (e.g., universal precautions for preventing illnesses and infections, the proper body mechanics for lifting students and heavy objects, CPR, and first aid). (E)
2. The paraprofessional understands how social groups function and influence people and how people influence groups. (I)
3. The paraprofessional recognizes factors and situations that are likely to promote or diminish intrinsic motivation and knows how to help students become self-motivated. (I)
4. The paraprofessional understands the goal of promoting student self-determination and self-advocacy skills and his or her role in supporting that goal. (I)
5. The paraprofessional has a general understanding of positive behavioral supports. (I)

6. The paraprofessional understands the demands of various classroom and nonclassroom environments on individuals with diverse learning needs. (A)

**Disposition**

1. The paraprofessional values the role of students in promoting one another's learning and recognizes the importance of peer relationships in establishing a climate of learning.
2. The paraprofessional recognizes the value of intrinsic motivation to students' lifelong growth and learning.
3. The paraprofessional values and understands student independence and the "dignity of risk."
4. The paraprofessional respects a wide diversity of beliefs, traditions, and values found across cultures and environments.
5. The paraprofessional is committed to helping students develop self-confidence and competence.

**Performance**

1. The paraprofessional carries out school behavior management policies and practices. (E)
2. The paraprofessional uses positive behavioral supports, crisis intervention, and restraint techniques consistent with the district/agency policy. (E)
3. The paraprofessional assists in establishing a positive climate in the classroom and participates in maintaining such a climate in the school as a whole. (E)
4. The paraprofessional plans for smooth transitions between activities and environments. (E)
5. The paraprofessional maintains a safe and effective learning environment for academic and nonacademic settings (e.g., lunchrooms, study halls, playgrounds, and buses). (E)
6. The paraprofessional supports a learning community in which individual differences are respected and valued. (E)
7. The paraprofessional assists in creating a learning community in which students assume responsibility for themselves and one another, participate in decision making, work collaboratively and independently, resolve conflicts, and engage in purposeful learning activities. (I)
8. The paraprofessional assists in modifying the learning environment to manage behavior. (I)

9. The paraprofessional implements behavioral prevention, intervention, and reinforcement plans that have been developed by the teacher/provider. (I)

**Principle 6: The paraprofessional uses a variety of communication techniques, including verbal, nonverbal, and media in and beyond the classroom.**

**Knowledge**

1. The paraprofessional is aware of effective communication styles. (I)
2. The paraprofessional understands how diversity affects community in the classroom. (I)
3. The paraprofessional has an understanding of verbal and nonverbal communication. (I)
4. The paraprofessional has knowledge of the basic functions of multimedia technology (e.g., computer, video, recorder, projector). (I)
5. The paraprofessional has knowledge of basic computer software and functions, e-mail, and the Internet. (I)
6. The paraprofessional knows strategies and techniques that facilitate communication for students with diverse needs. (A)

**Disposition**

1. The paraprofessional values the ways in which people seek to communicate and encourages various modes of communication in the classroom.

**Performance**

1. The paraprofessional effectively communicates with team members. (E)
2. The paraprofessional is a thoughtful and responsive listener. (E)
3. The paraprofessional demonstrates sensitivity to cultural and other differences in communication methods (e.g., appropriate use of eye contact, interpretation of body language and verbal statements, acknowledgement of and responsiveness to different modes of communication and participation). (I)
4. The paraprofessional uses a variety of media communication tools, including audiovisual aids and computers, to enrich learning opportunities. (I)

**Principle 7: The paraprofessional implements teacher/provider designed instructional plans based upon knowledge of subject matter, students, the community, and curriculum goals.**

**Knowledge**

1. The paraprofessional understands that instruction is more effective when designed around student strengths, interests, and abilities. (I)
2. The paraprofessional knows that a variety of elements (instructional materials, individual student interests, needs, aptitudes, and community resources) are considered when planning instruction for students. (I)
3. The paraprofessional understands that curriculum and instructional planning are based on learning theory and child and adolescent development. (A)

**Disposition**

1. The paraprofessional believes that plans shall always be open to adjustment and revision, as directed by the teacher/provider, based on student needs, student input, and changing circumstances.
2. The paraprofessional values planning as a collegial and collaborative activity.
3. The paraprofessional values both long-term and short-term planning.

**Performance**

1. The paraprofessional follows teacher/provider written and verbal plans, seeking clarification as needed. (E)

**Principle 8: The paraprofessional supports the teacher/provider in evaluating the intellectual, social, and physical development of the student.**

**Knowledge**

1. The paraprofessional understands the purposes of formative and summative assessment and evaluation. (I)
2. The paraprofessional realizes the need to use multiple strategies to assess individual student progress. (I)
3. The paraprofessional understands the distinctions in the roles of teachers/providers, other licensed district/agency professionals, and paraprofessionals in assessing student strengths and needs. (I)

**Disposition**

1. The paraprofessional values ongoing assessment as essential to the instructional process and recognizes that many different assessment strategies, accurately and systematically used, are necessary for monitoring and promoting student learning.

**Performance**

1. The paraprofessional assists teachers/providers with maintaining student records required by the state or the district. (E)
2. The paraprofessional gathers information by using informal and functional assessment methods under teacher/provider direction. (I)
3. The paraprofessional objectively shares relevant information about student performance to assist the teacher/provider in the planning process. (I)
4. The paraprofessional assists in providing assessment accommodations and adaptations as designed by the teacher/provider. (I)
5. The paraprofessional administers formal assessments when given appropriate training and supervision. (A)

**Principle 9: The paraprofessional engages in continued professional improvement toward an identified goal.**

**Knowledge**

1. The paraprofessional has an awareness of his or her professional strengths and needs. (E)
2. The paraprofessional is aware of the personal biases and differences that affect job performance. (I)
3. The paraprofessional is knowledgeable about resources that provide opportunities for professional growth. (I)

**Disposition**

1. The paraprofessional embraces lifelong learning.
2. The paraprofessional is committed to ongoing reflection, assessment, and learning as a process.
3. The paraprofessional is committed to seeking, developing, and continually refining practices.



4. The paraprofessional values constructive feedback as a learning tool.
5. The paraprofessional values competency and integrity.

**Performance**

1. The paraprofessional uses self-reflection as a means of improving job performance. (E)
2. The paraprofessional asks for and accepts feedback from the teacher/provider. (E)
3. The paraprofessional documents progress toward his or her professional development. (I)
4. The paraprofessional participates in meaningful professional development opportunities in order to demonstrate current, effective practices. (I)

**Principle 10: The paraprofessional interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.**

**Knowledge**

1. The paraprofessional understands the distinction between the roles of all team members in support of student learning. (E)
2. The paraprofessional understands the relationships among school personnel, families, and the larger community and how such partnerships foster student learning. (E)
3. The paraprofessional understands the common concerns that the parents of students with diverse needs may have. (E)
4. The paraprofessional knows how to respond respectfully to a parent, the community, or another educator in conflict situations. (E)
5. The paraprofessional knows the rights and responsibilities of parents, students, teachers, professionals, and schools as they relate to students with learning needs. (E)
6. The paraprofessional knows signs of emotional distress, child abuse, substance abuse, and neglect in students and how to follow the procedures to report known or suspected abuse or neglect to the appropriate authorities. (E)
7. The paraprofessional understands the expectations for professional conduct, policies, procedures, and laws with regard to student and parent rights. (E)

**Disposition**

1. The paraprofessional respects the need for beneficial relationships among families, school personnel, and community members.
2. The paraprofessional is concerned about all aspects of the student's well-being and is alert to signs of difficulties.
3. The paraprofessional respects the dignity, rights, and privacy of students and families.
4. The paraprofessional is respectful of distinctions among the roles and responsibilities of paraprofessionals, professionals, and other team members.

**Performance**

1. The paraprofessional respects student privacy, student rights, and the confidentiality of information. (E)
2. The paraprofessional effectively collaborates with team members. (E)
3. The paraprofessional follows teacher/provider instructions and honors team decisions in daily practice. (E)
4. The paraprofessional provides positive representation of the student, school, and district. (E)
5. The paraprofessional develops a rapport with students (e.g., talks with and listens to students) is sensitive and responsive to clues of distress, and seeks outside help as needed. (E)
6. The paraprofessional demonstrates professional conduct in accordance with district policies and state laws. (E)
7. The paraprofessional exercises objective and prudent judgment. (E)
8. The paraprofessional follows policy regarding reporting suspected child abuse, neglect, or threat of harm to the student or others. (E)

**Chapter 11**  
**PROCEDURAL SAFEGUARDS**

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**Chapter 11**  
**PROCEDURAL SAFEGUARDS**

This chapter reflects changes in procedural safeguards as a result of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004).

**Section 1. Procedural Safeguards Notice**

A parent and/or adult student has specific procedural safeguards given to him or her by the IDEA 2004 and state law. Each district has a document titled *Procedural Safeguards Notice* that is provided to parents/adult students which contains a full explanation of the special education rights. The *Procedural Safeguards Notice* shall include a full explanation of the procedural safeguards, written in the native language of the parents (unless it clearly is not feasible to do so) and written in an easily understandable manner.

**A. Procedural Safeguards Notice Contents**

The following table lists various topics contained in the *Procedural Safeguards Notice* and identifies what chapter in this manual provides more information about each topic.

Topic	Chapter
1. parental consent	11
2. written notice	11
3. access to educational records	11
4. independent educational evaluation (IEE)	11
5. the opportunity to present and resolve complaints, including: <ul style="list-style-type: none"> <li>a. the time period in which to make a complaint</li> <li>b. the opportunity for the district to resolve the complaint</li> <li>c. the availability of mediation</li> <li>d. the differences between a due process hearing complaint and state administrative complaint</li> </ul>	13
6. the student's placement during pendency of due process proceedings	13
7. procedures for students who are subject to placement in an interim alternative educational setting (IAES)	12
8. requirements for unilateral placement by parents of students in private schools at public expense	9
9. due process hearings, including requirements for disclosure of evaluation results and recommendations	13
10. civil actions, including the time period in which to file such actions	13
11. attorney fees	13

**B. When the Procedural Safeguards Notice Is Provided**

The district will provide a *Procedural Safeguards Notice* that includes a full explanation of the special education rights afforded the parent and/or adult student only once per year, except that a copy will be given to the parent and/or adult:

1. upon an initial referral or parent and/or adult student request for evaluation;
2. upon the first occurrence of a filing of a due process hearing or an administrative complaint;
3. when a decision is made to take a disciplinary action that constitutes a change of placement; and
4. upon request by the parent.

A *Procedural Safeguards Notice* suitable for copying can be found in the document section of this chapter.

**Section 2. Domestic Considerations**

**A. Parent**

1. Definition

The term “parent” means:

- a. a biological, adoptive, or foster parent of a child;
- b. a guardian (but not the state if the child is a ward of the state);
- c. an individual acting in the place of a biological or adoptive parent (including a grandparent, step parent, or other relative) with whom the child lives;
- d. an individual who is legally responsible for the child’s welfare
- e. an adult student; or
- f. a surrogate parent who has been appointed by the district.

2. Determining Who Has Parental Rights

In determining who has parental rights, individuals should be considered in the following order of priority:

- a. a biological parent who retains guardianship;
- b. a person who has legal documentation (guardianship, power of attorney, custody agreement) of being responsible for the student's welfare;
- c. a grandparent, stepparent, other relative, or foster parent with whom the student lives and who is acting as a parent; or
- d. a surrogate parent appointed by the district to represent the student's interests in educational decisions.

**B. Surrogate Parent**

1. Definition

A "surrogate parent" is an individual assigned by the district to assume the rights and responsibilities of a parent under the IDEA 2004 in any of the following circumstances:

- a. No parent can be identified or located for a particular student.
- b. The student is a ward of the state.
- c. The student is an unaccompanied homeless youth.

The surrogate parent has the same rights as a biological parent throughout the special educational decision-making process.

2. Referral for a Surrogate Parent

Any person who is aware that a student may need a surrogate parent may make a referral for a determination to the district's special education director or an appropriate district administrator. The district will appoint a surrogate in any of the following circumstances:

- a. A parent cannot be identified.
- b. A parent cannot be found after reasonable efforts to locate the parent.
- c. The student is a ward of the state. If a state judge has appointed a surrogate to oversee the care of a student who is a ward of the state, the judge-appointed surrogate may make decisions regarding the student's education, including special education, provided he or she meets the criteria for a district-appointed surrogate.
- d. The student is a homeless youth who is unaccompanied.

The district will make a good faith effort and maintain records of attempts to locate a parent. The district cannot appoint a surrogate parent when the biological parent is available but chooses not to participate. When a surrogate parent is needed for a student, the district will appoint a surrogate who meets the conditions set forth in item 3, below. The district will make reasonable efforts to assign a surrogate within 30 calendar days after it determines that the student needs a surrogate.

3. Criteria for Serving as a Surrogate Parent

A surrogate parent may represent the student in all matters relating to identification, evaluation, placement, and the provision of FAPE. The surrogate parent shall:

- a. Have knowledge and skills that ensure effective representation.
- b. Have no personal or professional interest that conflicts with the interest of the student.
- c. Meet one of the following conditions:
  - (1) is not an employee of the SDE, the district, or any other agency that is involved in the education or care of the student; or
  - (2) is not an employee of a nonpublic agency that provides educational care for the student.

Note: A person who otherwise qualifies to be a surrogate parent is not an employee of the district or agency solely because he or she is paid to serve as a surrogate parent.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate can be appointed that meets all the requirements.

**C. Adult Students and the Transfer of Rights**

An “adult student” is a student who is at least 18 years of age to whom special education rights have transferred under the IDEA 2004 and Idaho Code.

1. Discussion of the Transfer of Rights: Not later than the student’s 17th birthday, the IEP team shall discuss the transfer of special education rights to the student. Special education rights will transfer from the parent to the adult student when the student turns 18 years of age unless:
  - a. the IEP team determines that the student does not have the ability to make informed decisions with respect to his or her educational program; or



- b. a parent has obtained legal guardianship including the scope of educational matters.
2. Basis for Denial of Transfer: During the IEP meeting to discuss the transfer of rights, the IEP team will use the following as the basis for any denial of the transfer:
  - a. Evaluation data, test results, written reports, teacher observation, education records, and parent input, including whether the parent intends to seek guardianship.
  - b. Answers to the following questions:
    - (1) Is the student capable of understanding his or her rights?
    - (2) Is the student capable of exercising his or her rights?
    - (3) Is the student capable of understanding the consequences and impact of his or her decisions?
3. Following a Determination Concerning the Transfer of Rights: When the student's special education rights transfer at age 18, the parent and student will be informed that rights have transferred. The IEP shall contain a statement referring to the transfer (or not) of rights:
  - a. If the team determines that there is no relevant information about the student to prohibit the transfer of rights at age 18, the student's IEP shall contain a statement that the student has been informed that special education rights will transfer to him or her. The parent retains the right to receive notices required by the IDEA 2004.
  - b. If the IEP team determines that the student lacks the ability to provide informed consent with respect to his or her educational program, a statement will be included in the IEP indicating that the parent, or other individual if the parent is not available, will retain all special education rights after the student reaches age 18.
  - c. If rights have transferred, the district shall continue to provide notices to the parent, but nothing under the IDEA 2004 requires parent participation in the process.
4. Revoking a Transfer of Rights: There is nothing in federal or state law that prohibits the IEP team from changing its decision later, based on new information and input. Under state law, a parent can provide legal documentation of a student's incompetence *after* the student reaches age 18.

**D. Emancipated or Married Minors**

Idaho law does not provide for the emancipation of minors. However, minors who have been emancipated by a court of law in another state are considered an adult in Idaho. Emancipated minors should be able to provide the legal court document awarding them the power and capacity of an adult. A student under age 18 who claims to be an emancipated minor but is

unable to provide documentation should be assigned a surrogate parent by the district if a parent cannot be located.

Students under the age of 18 who are married to an adult, 18 years or older, are not emancipated minors in Idaho and do not have the power and capacity of an adult student. Instead, the spouse acts as the guardian of the student regarding legal rights and responsibilities.

#### **E. Ward of the State**

The term “ward of the state” means a child who, as determined by the state where the child resides, is a foster child, or a ward of the state *or* is in the custody of a public child welfare agency. The term does not include a foster child who has a foster parent who meets the definition of a parent in Section 2A.

#### **F. Child Custody**

##### 1. Definitions of Custody

The following definitions of custody are used by Idaho courts in divorce proceedings:

- a. **Joint custody** means an order awarding custody of a minor child to both parents and providing that physical custody shall be shared by the parents in such a way as to assure the child frequent or continuing contact with both parents. A court may award either joint physical custody or joint legal custody, or both. If the court has declined an order awarding joint custody, the court order shall state in the decision the reason for denial of joint custody.
- b. **Joint physical custody** means awarding each of the parents significant periods of time in which a child resides with or is under the care and supervision of each of the parents. The actual amount of time with each parent is determined by the court. Generally, one of the parents is awarded primary physical custody.
- c. **Joint legal custody** means that the parents or parties are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of a child. In Idaho, parents have joint legal custody unless the rights of one or both parents have been terminated.

##### 2. Conflicts Between Parents Who Have Joint Custody

- a. **Custody questions:** When it is known that a custody question exists that involves the relevant legal status of one or both parents of a student, the district will ask the parent(s) to furnish a copy of the pertinent court order or decree, if one exists, to clarify the question at issue. School personnel will abide by the most recent court order or decree.

When district personnel receive conflicting information about custody, they will (a) initially follow the instructions of the parent with whom the child currently resides and (b) request a certified court document to clarify the custody issue.

- b. **Conflicting instructions:** When parents who have joint legal custody give conflicting instructions, the district's obligation is to inform the parents that any action proposed or refused will be based on the needs of the student and in accordance with the IDEA 2004 requirements. Both the district and either parent have options under the IDEA 2004 to resolve disagreements, including SDE mediation and due process hearings.
- c. **Access to records:** A parent who does not have primary physical custody has the same right to access records and to participate in special education decision making as does the parent with primary physical custody, unless otherwise stipulated by a court. Idaho Code states, "Notwithstanding any other provisions of law, access to records and information pertaining to a minor child including, but not limited to medical, dental, health, and school or educational records, shall not be denied to a parent because the parent is not the child's custodial parent." Another provision of the law allows the parent with primary physical custody to request in writing that a minor child's address be deleted from any record to prohibit the other parent from learning the child's address by having access to school records.

### Section 3. Informed Consent

#### A. Definition

Consent is written approval given by a parent and/or adult student who has been fully informed of and understands all information relevant to the activity for which consent is sought. The request for consent describes the activity for which consent is sought and lists the records, if any, that will be released and to whom. All information shall be provided in the native language or mode of communication of the parent and/or adult student, unless not feasible. The parent and/or adult student shall be informed that the approval is voluntary and may be revoked at any time prior to the action. Consent is indicated by the parent's/adult student's signature.

#### B. Actions Requiring Consent

The following actions require the district to obtain written consent. Some of the actions that require written consent from the parent and/or adult student also require prior written notice from the district.

1. Informed written consent *and* written notice are required when:
  - a. Conducting assessments as part of an initial evaluation to determine whether a student is eligible for special education.

- b. Conducting any assessment for reevaluation. This includes any assessments that are conducted after a student has been determined eligible for special education. If a specific assessment was not listed on the *Consent for Assessment* form, then the district shall secure written consent again in order to conduct that particular assessment.
  - c. Initially providing special education and related services to a student with a disability.
2. Informed written consent only is required when:
- a. Using an individual family service plan (IFSP) instead of an IEP for students ages 3 through 5.
  - b. Disclosing personally identifiable information to unauthorized persons, unless provided as an exception under the Family Educational Rights and Privacy Act (FERPA) regulations. The written consent shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure will be made.
  - c. Accessing private insurance to pay for services listed in the IEP.
  - d. When the district bills Medicaid. The parent and/or adult student shall be informed of the frequency, amount, and type of services that the district will be submitting to Medicaid for reimbursement.
  - e. Inviting outside agency representatives providing transition services to an IEP team meeting.
  - f. Sharing of information between the district of location and the district of residence with a parentally placed elementary or secondary student.

**C. When Consent Is Not Required**

The district is not required to obtain informed consent when:

1. A review of existing data is part of an evaluation or a reevaluation.
2. Tests are administered to both general and special education students in a grade or class and consent is not required for all students.
3. Teacher or related-service-provider observations, ongoing classroom evaluation, or criterion-referenced tests are used as assessments in determining the student's progress toward goals and benchmarks/objectives on the IEP.

4. Screening to determine appropriate instruction strategies for curriculum implementation.
5. A disclosure of personally identifiable information to persons authorized to have access under FERPA.
6. An IEP team reviews and revises a student's IEP. However, the parent and/or adult student may file a written objection if he or she disagrees with all or part of the changes to the IEP.

**D. Refusal to Give Consent**

At times, a parent and/or adult student may refuse to give written consent for an assessment or the release of information that the district believes is necessary to ensure FAPE during the reevaluation process.

If the parent does not provide consent for the reevaluation assessment, the district may choose not to pursue requesting SDE mediation and/or a due process hearing if the district determines through a review of existing data, that the information does not continue to support the determination of eligibility for special education services. In this case the district shall provide the parent with written notice of the proposed action to discontinue the provision of FAPE to the student based on a review of existing data.

The district may also choose to pursue the reevaluation through SDE mediation and/or by requesting a due process hearing. If the hearing officer determines that the action is necessary, and the parent and/or adult student does not appeal the decision, the district may proceed with the proposed action. The district shall provide the parent with written notice of the proposed actions.

The district shall secure written consent for the initial provision of special education and related services. There is no mechanism available to overturn a parent's/adult student's decision *not* to provide written consent for initial evaluation or initial provision of services. In the case of an initial evaluation or initial provision of services, if a parent and/or adult student fails to respond to reasonable measures to gain consent or does not consent the district cannot be charged with failing to provide FAPE to the student and is not required to convene an IEP meeting or develop an IEP for special education or related services.

**E. Failure to Respond to a Request for Consent Regarding Reevaluation Assessment**

When a parent and/or adult student fails to respond to reasonable measures taken by the district to obtain written consent to determine continued eligibility, the district may proceed with the evaluation. The district shall have a record of its attempts to gain consent by documenting telephone calls made or attempted, correspondence sent, or visits made to the home or place of employment. Failure to respond is not the same as refusing consent for reevaluation.

**F. Revoking Consent**

Consent previously given for an evaluation or an individual assessment, the initial provision of special education and related services, and the disclosure of information may be revoked only before the action occurs. If consent is revoked, the district may continue to pursue the action by using SDE IEP Facilitation, mediation and/or requesting a due process hearing (this does not include the initial provision of special education and related services). If the hearing officer determines that the action for which consent is sought is necessary, and the decision is not appealed, the district may proceed with the action without the written consent of the parent and/or adult student. Consent must be revoked in writing.

**Section 4. Written Notice**

**A. Definition**

Written notice is the act of informing a parent and/or adult student, in writing within a reasonable amount of time, before the district proposes or refuses to initiate or change the student's identification, the evaluation, educational placement, or provision of FAPE.

**B. Criteria for Written Notice**

1. Written notice must be provided in a reasonable amount of time before implementing the proposed action.
2. Written notice shall be in a language understandable to the general public. It must be provided in the native language or other mode of communication normally used by the parent and/or adult student unless it is clearly not feasible to do so. If the native language or other mode of communication is not a written language, the district shall take steps to ensure the following:
  - a. The notice is translated orally or by other means in the native language or other mode of communication.
  - b. The parent and/or adult student understands the content of the notice.
  - c. There is written evidence that the notice requirements of this section have been met, such as a written record in the student's special education file documenting what was discussed.

When a parent and/or adult student disagrees with the district's written notice of a proposed or refused action, he or she can attempt to remedy the dispute using SDE IEP Facilitation, mediation, formal complaint procedures, or due process hearing procedures afforded by the IDEA 2004. In addition, the parent and/or adult student may have the right to prevent the district from taking action by filing a written objection with the district.

**C. Written Notice Is Required**

1. The district shall provide written notice before proposing to initiate or change the following:
  - a. identification of the student;
  - b. any assessments for initial evaluation or reevaluation;
  - c. educational placement; or
  - d. the provision of FAPE.
2. After the district's decision to refuse a parent and/or adult student's request to initiate or change the identification, assessment, placement, or provision of FAPE.
3. If the district refuses to convene an IEP team meeting at the request of a parent and/or adult student.
4. When the evaluation team determines that additional assessments are not required during a reevaluation to determine whether the student continues to meet eligibility criteria, the district shall provide written notice to the parent and/or adult student of the decision and the reasons for that decision. The parent and/or adult student must also be informed of his or her right to request assessments when necessary to determine continued eligibility.
5. The district is required to give written notice specifically to the issues raised in the due process hearing request within 10 days of receiving the request.

**D. Written Notice is Not Required**

The district is not required to provide written notice in the following situations:

1. When reviewing existing data as part of an evaluation or a reevaluation. However, the parent and/or adult student shall be afforded the opportunity to participate in the review of existing data.
2. When tests are administered to both general and special education students in a grade or class.
3. When teacher or related service provider observations, ongoing classroom evaluation, or criterion-referenced tests are used as assessments in determining the student's progress toward goals and benchmarks/objectives on the IEP.
4. Notice is not required if outside observation is in relation to teacher's general practices.

**E. Content of Written Notice**

The content of written notice is intended to provide the parent and/or adult student with enough information so that he or she is able to fully understand the district's proposed action or refused action and to make informed decisions, if necessary. The written notice shall include the following:

1. a description of the action proposed or refused by the district;
2. an explanation of why the district proposes or refuses to take the action;
3. a description of any other options the IEP team considered and the reasons why those options were rejected;
4. a description of each procedure, assessment, record, or report that the district used as a basis for the proposed or refused action;
5. a description of any other factors relevant to the proposed or refused action;
6. a statement that the parent and/or adult student has special education rights and a description of how to obtain a copy of the *Procedural Safeguards Notice*; and
7. sources to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

**F. Objection to District Proposal**

If a parent and/or adult student disagrees with an IEP change or placement change that is proposed by the district, he or she may file a written objection to all or part of the proposed change. The district will respond as follows:

1. If the objection is postmarked or hand delivered within 10 calendar days of the date the parent and/or adult student received the written notice, the changes to which the parent and/or adult student objects cannot be implemented.
2. If a proposed change is being implemented during the 10-day period and an objection is received, the implementation of that change shall cease.
3. If an objection is made after 10 calendar days, the district may continue to implement the change, but the parent and/or adult student retains the right to exercise other procedures under the IDEA 2004.

The parties may resolve a disagreement using informal methods, such as additional IEP team meetings, IEP facilitation, and SDE mediation. If these informal attempts fail, the district may request a due process hearing regarding the proposed change. A parent's/adult student's written



objection to an IEP or placement change cannot be used to prevent the district from unilaterally placing the student in an IAES in accordance with the IDEA 2004 procedures for discipline of a student.

### **Section 5. Confidentiality and Access to Records**

The district shall collect, use, and maintain information about a student to make appropriate decisions concerning special education and the provision of FAPE. A student's special education case manager, usually the special education teacher, should organize all relevant records specific to district guidelines and the IDEA 2004 requirements.

The IDEA 2004 and FERPA contain provisions to protect the confidentiality of personally identifiable information in student special education records. These statutes also provide for the right to review and inspect records.

#### **A. Definition**

A "record" is defined as personally identifiable information directly related to the student and maintained by the district. A student record can be written or electronic.

1. The term "record" may include, but is not limited to, the following:
  - a. identifying data (name, address, parents, siblings, Social Security number, list of personal characteristics making identification possible);
  - b. academic work completed (courses taken, transcript);
  - c. level of achievement (grades, portfolios, performance assessments, scores on standardized achievement tests, etc);
  - d. attendance data;
  - e. scores and protocols of standardized intelligence, aptitude, and psychological tests;
  - f. records of teachers, counselors, medical personnel, and psychologists working directly with a student if disclosed to others;
  - g. interest inventory results;
  - h. observations and verified reports of serious or recurring behavior patterns;
  - i. videotapes or audiotapes;
  - j. health data including medical assessments;
  - k. family background information;

- l. transportation records; and
  - m. student records maintained by agencies and individuals contracting with the district.
2. The term “record” does not include:
    - a. records of instructional, supervisory, ancillary, and administrative personnel that are kept in the sole possession of the maker of the record and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
    - b. records created by law enforcement units of schools and maintained separately for non-educational purposes; and
    - c. employment records about a student who is employed by a school or district.

**B. Protection of Records**

The district shall prevent unauthorized disclosure of personally identifiable information pertaining to students with disabilities. “Disclosure” is the release, transfer, or other communication of education records or of personally identifiable information contained in those records to any party, by any means, including oral, written, or electronic.

To ensure protection of records, the district shall do the following:

1. Obtain written and dated consent from the parent and/or adult student before disclosing personally identifiable information:
  - a. to unauthorized individuals; or
  - b. for any purpose except as required by the IDEA 2004, Part B.

In the event that a parent and/or adult student refuses consent for disclosure, SDE mediation may be offered as a voluntary way of resolving the disagreement
2. Designate and train a records manager to assure security of confidential records for students with disabilities.
3. Maintain a log of requests for access to education records if the disclosure is not to:
  - a. a parent and/or adult student;
  - b. a school employee with a legitimate educational interest;

- c. a party seeking designated directory information; or
- d. a party receiving the records as directed by a federal jury or other subpoena ordering no one to disclose the existence of the request to access records.

This log includes the name, agency affiliation, date, and purpose for accessing the records. A log documenting denials for records and partially fulfilled requests should also be maintained.

4. Maintain, for public inspection, a current listing of names and positions of employees who have access to personally identifiable information.
5. Establish procedures to ensure the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
6. Ensure that, if any education record includes information on more than one student, a parent and/or adult student will only be allowed to inspect, review, or be informed about the record of the student at issue.
7. Ensure that each person collecting or using personally identifiable information receives training or instruction regarding the policies and procedures governing confidentiality. All staff members, even those who do not have access to special education records, should be informed about what is considered appropriate and inappropriate access to and use of information within the records. The district may maintain a record of the training provided—including the name of the person or persons providing the training, dates of the training, those attending, and the subjects covered—for the purpose of documenting that new staff members have been trained as soon as possible after they have been hired.

### **C. Access to Records**

The district shall:

1. Annually notify the parents of all students, including students with disabilities currently in attendance, of their rights under FERPA. The notice shall include all of the following:
  - a. procedures for exercising the right to inspect and review education records;
  - b. procedures for requesting amendment of records; and
  - c. a specification of criteria for determining who constitutes a school official or employee in the district and what constitutes a legitimate educational interest.
2. Permit a parent and/or adult student, or his or her representative, to inspect and review any record relating to educational matters that is collected, maintained, or used by the

district. The district will presume that a custodial or non-custodial parent has the authority to inspect and review a record relating to his or her child unless there are legal documents limiting access to those records under state law. A minor student's address will be deleted from any record if requested in writing by a custodial parent to prohibit a non-custodial parent from learning the address simply by having access to the school records.

The district will make records available to a parent and/or adult student for review:

- a. without delay but no later than 45 days after the request;
- b. before any meeting regarding an IEP;
- c. before a resolution session; and
- d. not less than 5 business days before any due process hearing.

The district should note that test protocols may be part of a student's educational record. Test publishers require districts to maintain the integrity and validity of tests. Parents or others interested in a student's test results are allowed to view the student's responses to test items, but only if the information is shared in the presence of a person qualified to explain the results and meaning of the various items and data contained in the protocol.

3. Upon request, provide a parent and/or adult student with a list of the types of education records the school collects, maintains, or uses and where they are kept.
4. Respond to any reasonable request made by a parent and/or adult student for an explanation and interpretation of a record.
5. Provide a copy of education records if a parent and/or adult student would otherwise be unable to exercise his or her right to inspect and review those records. An education record may include test protocols. Even though it is important that standardized test items are protected from general release so that tests remain usable and valid, FERPA and the IDEA 2004 allow copies in these unique situations. A fee may be charged for the copies, but not to search for or retrieve information. The district will publish a schedule of fees it intends to charge.
6. Always provide a parent and/or adult student a copy of the IEP and any documentation of identification and eligibility.

#### **D. Disclosures Not Requiring Consent**

Consent is generally required to disclose personally identifiable information to others. However, consent is not required when:

1. A school official or employee has a legitimate educational interest to access the records.

2. A representative of the Federal Comptroller General, the United States Department of Education, or the State Department of Education (SDE) accesses records necessary for an audit or evaluation of a federal program or for enforcement or compliance with federal regulations.
3. A student transfers to another school or school system in which the student intends to enroll unless a district has adopted a procedure requiring consent. However, the parent and/or adult student should be notified of the request for records at the last known address of the parent and/or adult student unless he or she initiated the request.
4. The health and safety of the student or other individuals is in jeopardy because of an emergency.
5. The disclosure concerns the juvenile justice system's ability to effectively serve the student or the ability to respond to court orders or subpoenas, as specified in state law. The district will make a reasonable effort to notify the parent of the court order in advance of compliance, unless the subpoena specifically states that it is not to be disclosed.
6. An organization conducts studies on behalf of education agencies or institutions under specified FERPA criteria.
7. The disclosure is in connection with an application for financial aid and is necessary to determine eligibility for the aid, the amount of the aid, conditions for the aid, or to enforce the terms and conditions of the aid ("financial aid" means a payment of funds to an individual that is conditioned on the individual's attendance at an education agency or institution).
8. The district has designated information as "directory information" under the conditions in FERPA.

**E. Destruction of Records**

The district will maintain education records, including eligibility documentation and IEPs, for at least 5 years after disenrollment from the district to demonstrate fiscal accountability and program compliance with the IDEA 2004 requirements. The district shall inform a parent and/or adult student when personally identifiable information collected, maintained, or used is to be destroyed because the information is no longer needed to provide educational services to the student.

The parent and/or adult student must be informed of the personally identifiable information that the district intends to destroy and that the information will be destroyed no earlier than 45 calendar days from the date of the notice. The parent and/or adult student must also be informed of the procedure to follow if he or she wishes to formally object to the destruction of the information and wants the records sent to him or her.

Written records of individual students are confidential and shall be shredded or burned under supervision of the staff member responsible for the records if not released to the parent and/or adult student. The records manager should maintain a log that documents the date of destruction or release of records.

A permanent record of the student's name, address, phone number, grades, classes attended, immunization records, test scores, attendance record, grade level, and year completed may be maintained by the district without a time limitation. Any other personally identifiable information shall be destroyed at the request of the parent and/or adult student if it is older than 5 years and no longer needed to provide special education. When informing the parent and/or adult student of his or her rights, the district should remind the parent and/or adult student that the records might be needed for Social Security benefits or other purposes in the future.

**F. Request for Amendment of Records**

A parent and/or adult student may request that the district amend the student's records if he or she believes that information collected, maintained, or used in the education record is inaccurate, misleading, or in violation of the privacy or other rights of the student. The district will use the following procedure:

1. The district, within a reasonable period of time—not to exceed 45 days of receipt of the request—must decide whether to amend the record. If the district refuses to amend the record, the parent and/or adult student must be informed of the refusal and be advised of the right to and procedure for requesting a district hearing. A district hearing is an informal hearing that does not have all the requirements of a due process hearing.
2. If a district hearing is requested and the district decides that the information is inaccurate, misleading, or in violation of the student's rights, the district shall amend the record and inform the parent and/or adult student in writing.
3. If a district hearing is requested and the district decides the information is accurate and does not violate the student's rights, the district shall inform the parent and/or adult student that he or she may place a statement in the record. This statement may comment on the information in the record or set forth the parent's/adult student's reasons for disagreeing with the district. Any statement placed with a record must accompany the record for as long as the district maintains the record. If the district discloses the record to any person, the district shall also disclose the statement.

**G. District Hearings on Procedures for Records**

If a parent and/or adult student requests a district hearing on a proposed amendment of education records, the district will follow these procedures:

1. The district hearing will be held within a reasonable amount of time after receiving the request. The district will give the parent and/or adult student notice of the date, time, and place reasonably in advance of the hearing.
2. The district's hearing will be conducted by an employee of the district or other individual who does not have a direct interest in the outcome of the hearing. The district will give the parent and/or adult student a full and fair opportunity to present evidence relevant to the issues raised. The parent and/or adult student may, at his or her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.
3. The district will make its decision in writing within a reasonable period of time after the hearing. The decision shall be based solely on the evidence presented at the district's hearing and shall include a summary of the evidence and the reasons for the decision.

#### **H. Students' Rights**

When special education rights transfer to a student under the IDEA 2004 and Idaho Code, the FERPA rights regarding education records also transfer to the student. The district shall inform the adult student and the parent that both the IDEA 2004 and FERPA rights regarding education records transfer.

### **Section 6. Independent Educational Evaluations**

#### **A. Definition**

An independent educational evaluation (IEE) means one or more individual assessments, each completed by a qualified examiner who is not employed by the district responsible for the education of the student in question.

#### **B. Right to an IEE**

1. A parent and/or adult student has the right to obtain an IEE at public expense if he or she disagrees with an evaluation obtained or conducted by the district. The parent and/or adult student is entitled to only one IEE at public expense for each district evaluation.
2. The parent and/or adult student has the right to an IEE at his or her own expense at any time, and the IEP team shall consider the results.
3. The parent and/or adult student is not automatically entitled to have additional assessments beyond those determined necessary for an evaluation. However, if the parent and/or adult student is interested in additional or different assessments and the district refuses to provide them, he or she may pursue additional assessments through a due process hearing request. In addition, the district may initiate a due process hearing,

without undue delay, to determine if the evaluation it conducted is appropriate. If the final decision of a hearing officer, or a court of law's decision on an appeal, is that the evaluation conducted by the district was appropriate, the parent and/or adult student still has the right to an IEE but at his or her own expense.

4. A hearing officer may order an IEE at public expense if he or she determines that the evaluation conducted by the district was not appropriate.

### **C. Procedures for Requesting an IEE**

If a parent and/or adult student requests an IEE at public expense, the district may ask why he or she disagrees with the evaluation obtained by the district, but the district cannot require an explanation. The district shall give the parent and/or adult student the criteria under which an IEE can be obtained. The district's IEE criteria shall include the following information:

1. the location for the evaluation;
2. the required qualifications of the examiner;
3. the eligibility requirements for the specific disability categories; and
4. reasonable cost containment criteria applicable to personnel for specified assessments to eliminate unreasonably excessive fees.

Except for the criteria listed above, the district may not impose other conditions or timelines if doing so would be inconsistent with the parent's/adult student's right to an IEE. Upon request, a list of qualified examiners who can conduct an IEE will be provided.

A parent and/or adult student may request an opportunity to demonstrate that unique circumstances justify an IEE that does not fall within the district's cost criteria. If an IEE that falls outside the district's cost criteria is justified, that IEE will be publicly funded.

### **D. District Responsibilities Following IEE Requests**

1. If a parent and/or adult student requests an IEE at public expense, the district shall do one of the following without unnecessary delay:
  - a. Provide the district's IEE criteria and information about where an IEE may be obtained.
  - b. Offer SDE mediation to try to resolve differences.
  - c. Request a due process hearing to show that the district's evaluation is appropriate. If the final hearing decision is that the district's evaluation is appropriate, the parent and/or adult student may pursue an IEE, but at his or her own expense.



2. If a parent and/or adult student asks the district to pay for an IEE that has already been obtained, the district shall pay for the IEE if it meets the criteria for publicly funded IEEs. If the district believes that its evaluation was appropriate but agrees to pay for the IEE, the district should state this in writing within the same document in which it agrees to pay. The district can also request mediation.

**E. Consideration of the IEE Results**

If a parent and/or adult student obtains an IEE and makes that evaluation available to the district, the results must be considered by the district in any decision made with respect to the provision of FAPE. The results may also be presented as evidence at a hearing regarding the student. This is true regardless of whether the IEE is at the expense of the parent and/or adult student or district.

The results of an IEE cannot be the sole determining factor for eligibility. The evaluation team has the responsibility to use existing evaluation data in addition to the IEE to determine whether a student has or continues to have a disability under the IDEA 2004.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

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**APPLICATION FOR SURROGATE PARENT**

The District shall ensure that the rights of a student are protected when: no parent can be identified; the District, after reasonable efforts, cannot locate a parent; the child is a ward of the State under the laws of Idaho; or the child is an unaccompanied homeless youth. The duties of District include the assignment of an individual to act as a surrogate for the parents. This shall include a method for determining whether a student needs a surrogate parent and for assigning a surrogate parent to the student. The District shall ensure that a person selected as a surrogate parent is not an employee of the State Department of Education, the District or any other agency that is involved in the education or care of the student; has no personal or professional interest that conflicts with the interest of the student the surrogate parent represents; and has knowledge and skills that ensure adequate representation of the student. A person otherwise qualified to be a surrogate parent is not an employee of the District solely because he or she is paid by the District to serve as a surrogate parent.

Please return this form to the District office at:

Your name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Home address: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Do you have children in your care who are foster children or children with disabilities? .....[ ] Yes [ ] No  
 If yes, please describe:

Are you conversant in any languages other than English?.....[ ] Yes [ ] No  
 If yes, what languages other than English?

Are you able to attend meetings during the school or work day? .....[ ] Yes [ ] No  
 Do you have sufficient time to devote as a surrogate parent?.....[ ] Yes [ ] No  
 Are you willing to serve as a surrogate parent for at least one full academic year? .....[ ] Yes [ ] No  
 Please list your experiences with children or you such as parenting, organizations, etc.

Please list your previous training or experience with special education processes.

Please list your previous experiences as a surrogate parent.

Please list any preferences or exceptions regarding the student's school location or disability.

Please list three references we may contact:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**For District Use Only**

Documentation of reference checks:

Date trained as a surrogate parent:

<u>Appointment history</u>	<u>Student</u>	<u>School</u>	<u>Date Appointed</u>	<u>Date Terminated</u>



**PROCEDURAL SAFEGUARDS NOTICE**





## **Part B PROCEDURAL SAFEGUARDS NOTICE**

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The Individuals with Disabilities Education Act (IDEA 2004), the Federal law concerning the education of students with disabilities, requires schools to provide parents of a student with a disability with a notice containing a full explanation of the procedural safeguards available under the IDEA 2004 and U.S. Department of Education regulations.

A copy of this notice under 34 CFR §300.504(a) must be given to parents only one time a school year, except that a copy must be given to the parents:

- (1) upon initial referral or parent request for evaluation;
- (2) upon receipt of an initial State complaint and upon receipt of an initial due process hearing request in a school year;
- (3) when a decision is made to take a disciplinary action that constitutes a change of placement; and
- (4) upon parent request.

Your school district can provide more information on these rights. If you have questions, you should speak to the special education teacher, school principal, director of special education, or superintendent in the district.

**For further explanation on any of these rights you may also contact:**

Idaho State Department of Education  
Division of Student Achievement and School Accountability

P.O. Box 83720  
Boise, Idaho 83720-0027  
(208) 332-6910  
TT: 800-377-3529

Idaho Parents Unlimited, Inc.  
600 North Curtis, Suite 145  
Boise, Idaho 83705  
800-242-4785

Comprehensive Advocacy, Inc. (Co-Ad)  
4477 Emerald St., Suite B-100  
Boise, Idaho 83706  
866-262-3462  
V/TT: (208) 336-5353



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## **GENERAL INFORMATION**

### **PRIOR WRITTEN NOTICE**

#### **34 CFR §300.503**

##### **Notice**

Your school district must give you written notice (provide you certain information in writing), whenever it:

1. Proposes to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child; **or**
2. Refuses to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of FAPE to your child.

##### **Content of notice**

The written notice must:

1. Describe the action that your school district proposes or refuses to take;
2. Explain why your school district is proposing or refusing to take the action;
3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;
4. Include a statement that you have protections under the procedural safeguards provisions in Part B of the IDEA;
5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;
6. Include resources for you to contact for help in understanding Part B of the IDEA;
7. Describe any other choices that your child's individualized education program (IEP) Team considered and the reasons why those choices were rejected; **and**
8. Provide a description of other reasons why your school district proposed or refused the action.

##### **Notice in understandable language**

The notice must be:

1. Written in language understandable to the general public; **and**
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must ensure that:

1. The notice is translated for you orally by other means in your native language or other mode of communication;
2. You understand the content of the notice; **and**
3. There is written evidence that 1 and 2 have been met.

## **NATIVE LANGUAGE**

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### **34 CFR §300.29**

*Native language*, when used with an individual who has limited English proficiency, means the following:

1. The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
2. In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.

For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

## **ELECTRONIC MAIL**

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### **34 CFR §300.505**

If your school district offers parents the choice of receiving documents by e-mail, you may choose to receive the following by e-mail:

1. Prior written notice;
2. Procedural safeguards notice; **and**
3. Notices related to a due process complaint.

## **PARENTAL CONSENT - DEFINITION**

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### **34 CFR §300.9**

#### **Consent**

*Consent* means:

1. You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which you are giving consent.

2. You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; **and**
3. You understand that the consent is voluntary on your part and you may withdraw your consent at anytime.

Your withdrawal of consent does not negate (undo) an action that has occurred after you gave your consent and before you withdrew it.

## **PARENTAL CONSENT**

### **34 CFR §300.300**

#### **Consent for initial evaluation**

Your school district cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of the IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and without obtaining your consent as described under the heading ***Parental Consent***.

Your school district must make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability.

Your consent for initial evaluation does not mean that you have also given your consent for the school district to start providing special education and related services to your child.

If your child is enrolled in public school or you are seeking to enroll your child in a public school and you have refused to provide consent or failed to respond to a request to provide consent for an initial evaluation, your school district may, but is not required to, seek to conduct an initial evaluation of your child by utilizing the Act's mediation or due process complaint, resolution meeting, and impartial due process hearing procedures (unless required to do so or prohibited from doing so under State law). Your school district will not violate its obligations to locate, identify and evaluate your child if it does not pursue an evaluation of your child in these circumstances, unless State law requires it to pursue the evaluation.

#### **Special rules for initial evaluation of wards of the State**

If a child is a ward of the State and is not living with his/her parent —

The school district does not need consent from the parent for an initial evaluation to determine if the child is a child with a disability if:

1. Despite reasonable efforts to do so, the school district cannot find the child's parent;
2. The rights of the parents have been terminated in accordance with State law; **or**
3. A judge has assigned the right to make educational decisions and to consent for an initial evaluation to an individual other than the parent.

*Ward of the State*, as used in the IDEA, means a child who, as determined by the State where the child lives, is:

1. A foster child;
2. Considered a ward of the State under State law; **or**
3. In the custody of a public child welfare agency.

*Ward of the State* does not include a foster child who has a foster parent.

### **Parental consent for services**

Your school district must obtain your informed consent before providing special education and related services to your child for the first time.

The school district must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent, your school district may not use the procedural safeguards (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services (recommended by your child's IEP Team) may be provided to your child without your consent.

If you refuse to give your consent for your child to receive special education and related services for the first time, or if you do not respond to a request to provide such consent and the school district does not provide your child with the special education and related services for which it sought your consent, your school district:

1. Is not in violation of the requirement to make a free appropriate public education (FAPE) available to your child for its failure to provide those services to your child; **and**
2. Is not required to have an individualized education program (IEP) meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

The timeline from consent to IEP implementation is 60 calendar days which excludes vacation time exceeding 5 consecutive school days, unless parties agree otherwise.  
IDAPA 8.02.03.109.04

### **Parent's Right to Object**

Once you consent to the initial start of services, the school district is not required to obtain your consent to make changes to the IEP. However, if you do not want the school district to implement the changes to the IEP, you must submit your objections in writing. Your written objections must either be postmarked or hand-delivered to the school district within 10 days of receiving the written notice of the changes.

IDAPA 8.02.03.109.05a



### **Parental consent for reevaluations**

Your school district must obtain your informed consent before it reevaluates your child, unless your school district can demonstrate that:

1. It took reasonable steps to obtain your consent for your child's reevaluation; **and**
2. You did not respond.

If you refuse to consent to your child's reevaluation, the school district may, but is not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, your school district does not violate its obligations under Part B of the IDEA if it declines to pursue the reevaluation in this manner.

**The school district must develop and implement procedures to ensure that your refusal to consent to any of these other services and activities does not result in a failure to provide your child with a free appropriate public education (FAPE).**

### **Documentation of reasonable efforts to obtain parental consent**

Your school must maintain documentation of reasonable efforts to obtain parental consent for initial evaluations, to provide special education and related services for the first time, to reevaluation and to locate parents of wards of the State for initial evaluations. The documentation must include a record of the school district's attempts in these areas, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to the parents and any responses received; **and**
3. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

### **Other consent requirements**

Your consent is not required before your school district may:

1. Review existing data as part of your child's evaluation or a reevaluation; **or**
2. Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from all parents of all children.

Your school district may not use your refusal to consent to one service or activity to deny you or your child any other service, benefit, or activity.

If you have enrolled your child in a private school at your own expense or if you are home schooling your child, and you do not provide your consent for your child's initial evaluation or your child's reevaluation, or you fail to respond to a request to provide your consent, the school district may not use its consent override procedures (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) and is not required to consider your child as eligible to receive equitable

services (services made available to parentally-placed private school children with disabilities).

## **INDEPENDENT EDUCATIONAL EVALUATIONS**

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### **34 CFR §300.502**

#### **General**

As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by your school district.

If you request an independent educational evaluation, the school district must provide you with information about where you may obtain an independent educational evaluation and about the school district's criteria that apply to independent educational evaluations.

#### **Definitions**

*Independent educational evaluation* means an evaluation conducted by a qualified examiner who is not employed by the school district responsible for the education of your child.

*Public expense* means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you, consistent with the provisions of Part B of the IDEA, which allow each State to use whatever State, local, Federal and private sources of support are available in the State to meet the requirements of Part B of the Act.

#### **Parent right to evaluation at public expense**

You have the right to an independent educational evaluation of your child at public expense if you disagree with an evaluation of your child obtained by your school district, subject to the following conditions:

1. If you request an independent educational evaluation of your child at public expense, your school district must, without unnecessary delay, either: (a) File a due process complaint to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an independent educational evaluation at public expense, unless the school district demonstrates in a hearing that the evaluation of your child that you obtained did not meet the school district's criteria.
2. If your school district requests a hearing and the final decision is that your school district's evaluation of your child is appropriate, you still have the right to an independent educational evaluation, but not at public expense.
3. If you request an independent educational evaluation of your child, the school district may ask why you object to the evaluation of your child obtained by your school district. However, your school district may not require an explanation and

may not unreasonably delay either providing the independent educational evaluation of your child at public expense or filing a due process complaint to request a due process hearing to defend the school district's evaluation of your child.

You are entitled to only one independent educational evaluation of your child at public expense each time your school district conducts an evaluation of your child with which you disagree.

#### **Parent-initiated evaluations**

If you obtain an independent educational evaluation of your child at public expense or you share with the school district an evaluation of your child that you obtained at private expense:

1. Your school district must consider the results of the evaluation of your child, if it meets the school district's criteria for independent educational evaluations, in any decision made with respect to the provision of a free appropriate public education (FAPE) to your child; **and**
2. You or your school district may present the evaluation as evidence at a due process hearing regarding your child.

#### **Requests for evaluations by hearing officers**

If a hearing officer requests an independent educational evaluation of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

#### **School district criteria**

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the school district uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an independent educational evaluation).

Except for the criteria described above, a school district may not impose conditions or timelines unrelated to obtaining an independent educational evaluation at public expense.

## CONFIDENTIALITY OF INFORMATION

### DEFINITIONS

#### 34 CFR §300.611

As used under the heading **Confidentiality of Information**:

- *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- *Education records* means the type of records covered under the definition of “education records” in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).
- *Participating agency* means any school district, agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.

### PERSONALLY IDENTIFIABLE

#### 34 CFR §300.32

*Personally identifiable* means information that has:

- (a) Your child's name, your name as the parent, or the name of another family member;
- (b) Your child's address;
- (c) A personal identifier, such as your child's social security number or student number; **or**
- (d) A list of personal characteristics or other information that would make it possible to identify your child with reasonable certainty.

### NOTICE TO PARENTS

#### 34 CFR §300.612

The State Educational Agency must give notice that is adequate to fully inform parents about confidentiality of personally identifiable information, including:

1. A description of the extent to which the notice is given in the native languages of the various population groups in the State;
2. A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;

3. A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; **and**
4. A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations in 34 CFR Part 99.

Before any major identification, location, or evaluation activity (also known as “child find”), the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of the activity to locate, identify, and evaluate children in need of special education and related services.

## **ACCESS RIGHTS**

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### **34 CFR §300.613**

The participating agency must permit you to inspect and review any education records relating to your child that are collected, maintained, or used by your school district under Part B of the IDEA. The participating agency must comply with your request to inspect and review any education records on your child without unnecessary delay and before any meeting regarding an individualized education program (IEP), or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline), and in no case more than 45 calendar days after you have made a request.

Your right to inspect and review education records includes:

1. Your right to a response from the participating agency to your reasonable requests for explanations and interpretations of the records;
2. Your right to request that the participating agency provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
3. Your right to have your representative inspect and review the records.

The participating agency may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, or separation and divorce.

## **RECORD OF ACCESS**

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### **34 CFR §300.614**

Each participating agency must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

## **RECORDS ON MORE THAN ONE CHILD**

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### **34 CFR §300.615**

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

## **LIST OF TYPES AND LOCATIONS OF INFORMATION**

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### **34 CFR §300.616**

On request, each participating agency must provide you with a list of the types and locations of education records collected, maintained, or used by the agency.

## **FEES**

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### **34 CFR §300.617**

Each participating agency may charge a fee for copies of records that are made for you under Part B of the IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records.

A participating agency may not charge a fee to search for or to retrieve information under Part B of the IDEA.

## **AMENDMENT OF RECORDS AT PARENT'S REQUEST**

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### **34 CFR §300.618**

If you believe that information in the education records regarding your child collected, maintained, or used under Part B of the IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request the participating agency that maintains the information to change the information.

The participating agency must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request.

If the participating agency refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of the right to a hearing for this purpose as described under the heading ***Opportunity For a Hearing***.

## **OPPORTUNITY FOR A HEARING**

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### **34 CFR §300.619**

The participating agency must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

## **HEARING PROCEDURES**

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### **34 CFR §300.621**

A hearing to challenge information in education records must be conducted according to the procedures for such hearings under the Family Educational Rights and Privacy Act (FERPA).

## **RESULT OF HEARING**

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### **34 CFR §300.620**

If, as a result of the hearing, the participating agency decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must change the information accordingly and inform you in writing.

If, as a result of the hearing, the participating agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, it must inform you of your right to place in the records that it maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency.

Such an explanation placed in the records of your child must:

1. Be maintained by the participating agency as part of the records of your child as long as the record or contested portion is maintained by the participating agency;  
**and**
2. If the participating agency discloses the records of your child or the challenged portion to any party, the explanation must also be disclosed to that party.

## **CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION**

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### **34 CFR §300.622**

Unless the information is contained in education records, and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy

Act (FERPA), your consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of the IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

If your child is in, or is going to go to, a private school that is not located in the same school district you reside in, your consent must be obtained before any personally identifiable information about your child is released between officials in the school district where the private school is located and officials in the school district where you reside.

## **SAFEGUARDS**

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### **34 CFR §300.623**

Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

One official at each participating agency must assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information must receive training or instruction regarding your State's policies and procedures regarding confidentiality under Part B of the IDEA and the Family Educational Rights and Privacy Act (FERPA).

Each participating agency must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

## **DESTRUCTION OF INFORMATION**

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### **34 CFR §300.624**

Your school district must inform you when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to your child.

The information must be destroyed at your request. However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.



## STATE COMPLAINT PROCEDURES

### DIFFERENCE BETWEEN DUE PROCESS HEARING COMPLAINT AND STATE COMPLAINT PROCEDURES

The regulations for Part B of IDEA set forth separate procedures for State complaints and for due process complaints and hearings. As explained below, any individual or organization may file a State complaint alleging a violation of any Part B requirement by a school district, the State Educational Agency, or any other public agency. Only you or a school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation or educational placement of a child with a disability, or the provision of a free appropriate public education (FAPE) to the child. While staff of the State Educational Agency generally must resolve a State complaint within a 60-calendar-day timeline, unless the timeline is properly extended, an impartial due process hearing officer must hear a due process complaint (if not resolved through a resolution meeting or through mediation) and issue a written decision within 45-calendar-days after the end of the resolution period, as described in this document under the heading Resolution Process, unless the hearing officer grants a specific extension of the timeline at your request or the school district's request. The State complaint and due process complaint, resolution and hearing procedures are described more fully below.

### ADOPTION OF STATE COMPLAINT PROCEDURES

#### 34 CFR §300.151

##### General

Each State Educational Agency must have written procedures for:

1. Resolving any complaint, including a complaint filed by an organization or individual from another State;
2. The filing of a complaint with the State Educational Agency;
3. Widely disseminating the State complaint procedures to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities.

##### Remedies for denial of appropriate services

In resolving a State complaint in which the State Educational Agency has found a failure to provide appropriate services, the State Educational Agency must address:

1. The failure to provide appropriate services, including corrective action appropriate to address the needs of the child; **and**
2. Appropriate future provision of services for all children with disabilities.

## **MINIMUM STATE COMPLAINT PROCEDURES**

### **34 CFR §300.152**

#### **Time limit; minimum procedures**

Each State Educational Agency must include in its State complaint procedures a time limit of 60 calendar days after a complaint is filed to:

1. Carry out an independent on-site investigation, if the State Educational Agency determines that an investigation is necessary;
2. Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;
3. Provide the school district or other public agency with the opportunity to respond to the complaint, including, at a minimum: (a) at the option of the agency, a proposal to resolve the complaint; **and** (b) an opportunity for a parent who has filed a complaint and the agency to agree voluntarily to engage in mediation;
4. Review all relevant information and make an independent determination as to whether the school district or other public agency is violating a requirement of Part B of the IDEA; **and**
5. Issue a written decision to the complainant that addresses each allegation in the complaint and contains: (a) findings of fact and conclusions; **and** (b) the reasons for the State Educational Agency's final decision.

#### **Time extension; final decision; implementation**

The State Educational Agency's procedures described above also must:

1. Permit an extension of the 60 calendar-day time limit only if: (a) exceptional circumstances exist with respect to a particular State complaint; **or** (b) the parent and the school district or other public agency involved voluntarily agree to extend the time to resolve the matter through mediation or alternative means of dispute resolution, if available in the State.
2. Include procedures for effective implementation of the State Educational Agency's final decision, if needed, including: (a) technical assistance activities; (b) negotiations; **and** (c) corrective actions to achieve compliance.

#### **State complaints and due process hearings**

If a written State complaint is received that is also the subject of a due process hearing as described below under the heading **Filing a Due Process Complaint**, or the State complaint contains multiple issues of which one or more are part of such a hearing, the State must set aside the State complaint, or any part of the State complaint that is being addressed in the due process hearing until the hearing is over. Any issue in the State complaint that is not a part of the due process hearing must be resolved using the time limit and procedures described above.

If an issue raised in a State complaint has previously been decided in a due process hearing involving the same parties (you and the school district), then the due process hearing decision is binding on that issue and the State Educational Agency must inform the complainant that the decision is binding.

A complaint alleging a school district's or other public agency's failure to implement a due process hearing decision must be resolved by the State Educational Agency.

## **FILING A COMPLAINT**

### **34 CFR §300.153**

An organization or individual may file a signed written State complaint under the procedures described above.

The State complaint must include:

1. A statement that a school district or other public agency has violated a requirement of Part B of the IDEA or its regulations;
2. The facts on which the statement is based;
3. The signature and contact information for the complainant; and
4. If alleging violations regarding a specific child:
  - (a) The name of the child and address of the residence of the child;
  - (b) The name of the school the child is attending;
  - (c) In the case of a homeless child or youth, available contact information for the child, and the name of the school the child is attending;
  - (d) A description of the nature of the problem of the child, including facts relating to the problem; **and**
  - (e) A proposed resolution of the problem to the extent known and available to the party filing the complaint at the time the complaint is filed.

The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received as described under the heading ***Adoption of State Complaint Procedures***.

The party filing the State complaint must forward a copy of the complaint to the school district or other public agency serving the child at the same time the party files the complaint with the State Educational Agency.

## DUE PROCESS COMPLAINT PROCEDURES

### FILING A DUE PROCESS COMPLAINT

#### 34 CFR §300.507

##### General

You or the school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child.

The due process complaint must allege a violation that happened not more than two years before you or the school district knew or should have known about the alleged action that forms the basis of the due process complaint.

The above timeline does not apply to you if you could not file a due process complaint within the timeline because:

1. The school district specifically misrepresented that it had resolved the issues identified in the complaint; **or**
2. The school district withheld information from you that it was required to provide you under Part B of the IDEA.

##### Information for parents

The school district must inform you of any free or low-cost legal and other relevant services available in the area if you request the information, **or** if you or the school district file a due process complaint.

### DUE PROCESS COMPLAINT

#### 34 CFR §300.508

##### General

In order to request a hearing, you or the school district (or your attorney or the school district's attorney) must submit a due process complaint to the other party. That complaint must contain all of the content listed below and must be kept confidential.

You or the school district, whichever one filed the complaint, must also provide the State Educational Agency with a copy of the complaint.

##### Content of the complaint

The due process complaint must include:

1. The name of the child;

2. The address of the child's residence;
3. The name of the child's school;
4. If the child is a homeless child or youth, the child's contact information and the name of the child's school;
5. A description of the nature of the problem of the child relating to the proposed or refused action, including facts relating to the problem; **and**
6. A proposed resolution of the problem to the extent known and available to you or the school district at the time.

#### **Notice required before a hearing on a due process complaint**

You or the school district may not have a due process hearing until you or the school district (or your attorney or the school district's attorney), files a due process complaint that includes the information listed above.

#### **Sufficiency of complaint**

In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (you or the school district) notifies the hearing officer and the other party in writing, within 15 calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five calendar days of receiving the notification the receiving party (you or the school district) considers a due process complaint insufficient, the hearing officer must decide if the due process complaint meets the requirements listed above, and notify you and the school district in writing immediately.

#### **Complaint amendment**

You or the school district may make changes to the complaint only if:

1. The other party approves of the changes in writing and is given the chance to resolve the due process complaint through a resolution meeting, described below; **or**
2. By no later than five days before the due process hearing begins, the hearing officer grants permission for the changes.

If the complaining party (you or the school district) makes changes to the due process complaint, the timelines for the resolution meeting (within 15 calendar days of receiving the complaint) and the time period for resolution (within 30 calendar days of receiving the complaint) start again on the date the amended complaint is filed.

#### **Local educational agency (LEA) or school district response to a due process complaint**

If the school district has not sent a prior written notice to you, as described under the heading **Prior Written Notice**, regarding the subject matter contained in your due

process complaint, the school district must, within 10 calendar days of receiving the due process complaint, send to you a response that includes:

1. An explanation of why the school district proposed or refused to take the action raised in the due process complaint;
2. A description of other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected;
3. A description of each evaluation procedure, assessment, record, or report the school district used as the basis for the proposed or refused action; **and**
4. A description of the other factors that are relevant to the school district's proposed or refused action.

Providing the information in items 1-4 above does not prevent the school district from asserting that your due process complaint was insufficient.

#### **Other party response to a due process complaint**

Except as stated under the sub-heading immediately above, ***Local educational agency (LEA) or school district response to a due process complaint***, the party receiving a due process complaint must, within 10 calendar days of receiving the complaint, send the other party a response that specifically addresses the issues in the complaint.

## **MODEL FORMS**

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### **34 CFR §300.509**

The State Educational Agency must develop model forms to help you file a due process complaint and a State complaint. However, your State or the school district may not require you to use these model forms. In fact, you can use this form or another appropriate model form, so long as it contains the required information for filing a due process complaint or a State complaint.

## **MEDIATION**

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### **34 CFR §300.506**

#### **General**

The school district must make mediation available to allow you and the school district to resolve disagreements involving any matter under Part B of the IDEA, including matters arising prior to the filing of a due process complaint. Thus, mediation is available to resolve disputes under Part B of the IDEA, whether or not you have filed a due process complaint to request a due process hearing as described under the heading ***Filing a Due Process Complaint***.

### **Requirements**

The procedures must ensure that the mediation process:

1. Is voluntary on your part and the school district's part;
2. Is not used to deny or delay your right to a due process hearing, or to deny any other rights you have under Part B of the IDEA; **and**
3. Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

The school district may develop procedures that offer parents and schools that choose not to use the mediation process, an opportunity to meet, at a time and location convenient to you, with a disinterested party:

1. Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center in the State; **and**
2. Who would explain the benefits and encourage the use of the mediation process to you.

The State must have a list of people who are qualified mediators and know the laws and regulations relating to the provision of special education and related services. The State Educational Agency must select mediators on a random, rotational, or other impartial basis.

The State is responsible for the cost of the mediation process, including the costs of meetings.

Each meeting in the mediation process must be scheduled in a timely manner and held at a place that is convenient for you and the school district.

If you and the school district resolve a dispute through the mediation process, both parties must enter into a legally binding agreement that sets forth the resolution and that:

1. States that all discussions that happened during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; **and**
2. Is signed by both you and a representative of the school district who has the authority to bind the school district.

A written, signed mediation agreement is enforceable in any State court of competent jurisdiction (a court that has the authority under State law to hear this type of case) or in a district court of the United States.

Discussions that happened during the mediation process must be confidential. They cannot be used as evidence in any future due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under Part B of IDEA.

### **Impartiality of mediator**

The mediator:

1. May not be an employee of the State Educational Agency or the school district that is involved in the education or care of your child; **and**
2. Must not have a personal or professional interest which conflicts with the mediator's objectivity.

A person who otherwise qualifies as a mediator is not an employee of a school district or State agency solely because he or she is paid by the agency or school district to serve as a mediator.

## **THE CHILD'S PLACEMENT WHILE THE DUE PROCESS COMPLAINT AND HEARING ARE PENDING**

### **34 CFR §300.518**

Except as provided below under the heading ***PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES***, once a due process complaint is sent to the other party, during the resolution process time period, and while waiting for the decision of any impartial due process hearing or court proceeding, unless you and the State or school district agree otherwise, your child must remain in his or her current educational placement.

If the due process complaint involves an application for initial admission to public school, your child, with your consent, must be placed in the regular public school program until the completion of all such proceedings.

If the due process complaint involves an application for initial services under Part B of the IDEA for a child who is transitioning from being served under Part C of the IDEA to Part B of the IDEA and who is no longer eligible for Part C services because the child has turned three, the school district is not required to provide the Part C services that the child has been receiving. If the child is found eligible under Part B of the IDEA and you consent for the child to receive special education and related services for the first time, then, pending the outcome of the proceedings, the school district must provide those special education and related services that are not in dispute (those which you and the school district both agree upon).

## **RESOLUTION PROCESS**

### **34 CFR §300.510**

#### **Resolution meeting**

Within 15 calendar days of receiving notice of your due process complaint, and before the due process hearing begins, the school district must convene a meeting with you and the relevant member or members of the individualized education program (IEP)



Team who have specific knowledge of the facts identified in your due process complaint. The meeting:

1. Must include a representative of the school district who has decision-making authority on behalf of the school district; **and**
2. May not include an attorney of the school district unless you are accompanied by an attorney.

You and the school district determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for you to discuss your due process complaint, and the facts that form the basis of the complaint, so that the school district has the opportunity to resolve the dispute.

The resolution meeting is not necessary if:

1. You and the school district agree in writing to waive the meeting; **or**
2. You and the school district agree to use the mediation process, as described under the heading **Mediation**.

### **Resolution period**

If the school district has not resolved the due process complaint to your satisfaction within 30 calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The 45-calendar-day timeline for issuing a final decision begins at the expiration of the 30-calendar-day resolution period, with certain exceptions for adjustments made to the 30-calendar-day resolution period, as described below.

Except where you and the school district have both agreed to waive the resolution process or to use mediation, your failure to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until you agree to participate in a meeting.

If after making reasonable efforts and documenting such efforts, the school district is not able to obtain your participation in the resolution meeting, the school district may, at the end of the 30-calendar-day resolution period, request that a hearing officer dismiss your due process complaint. Documentation of such efforts must include a record of the school district's attempts to arrange a mutually agreed upon time and place, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to you and any responses received; and
3. Detailed records of visits made to your home or place of employment and the results of those visits.

If the school district fails to hold the resolution meeting within 15 calendar days of receiving notice of your due process complaint **or** fails to participate in the resolution

meeting, you may ask a hearing officer to order that the 45-calendar-day due process hearing timeline begin.

#### **Adjustments to the 30-calendar-day resolution period**

If you and the school district agree in writing to waive the resolution meeting, then the 45-calendar-day timeline for the due process hearing starts the next day.

After the start of mediation or the resolution meeting and before the end of the 30-calendar-day resolution period, if you and the school district agree in writing that no agreement is possible, then the 45-calendar-day timeline for the due process hearing starts the next day.

If you and the school district agree to use the mediation process, at the end of the 30-calendar-day resolution period, both parties can agree in writing to continue the mediation until an agreement is reached. However, if either you or the school district withdraws from the mediation process, then the 45-calendar-day timeline for the due process hearing starts the next day.

#### **Written settlement agreement**

If a resolution to the dispute is reached at the resolution meeting, you and the school district must enter into a legally binding agreement that is:

1. Signed by you and a representative of the school district who has the authority to bind the school district; **and**
2. Enforceable in any State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States or by the State Educational Agency, if your State has another mechanism or procedures that permit parties to seek enforcement of resolution agreements.

#### **Agreement review period**

If you and the school district enter into an agreement as a result of a resolution meeting, either party (you or the school district) may void the agreement within 3 business days of the time that both you and the school district signed the agreement.

## **HEARINGS ON DUE PROCESS COMPLAINTS**

### **IMPARTIAL DUE PROCESS HEARING**

#### **34 CFR §300.511**

##### **General**

Whenever a due process complaint is filed, you or the school district involved in the dispute must have an opportunity for an impartial due process hearing, as described in the *Due Process Complaint* and *Resolution Process* sections.

### **Impartial hearing officer**

At a minimum, a hearing officer:

1. Must not be an employee of the State Educational Agency or the school district that is involved in the education or care of the child. However, a person is not an employee of the agency solely because he/she is paid by the agency to serve as a hearing officer;
2. Must not have a personal or professional interest that conflicts with the hearing officer's objectivity in the hearing;
3. Must be knowledgeable and understand the provisions of the IDEA, and Federal and State regulations pertaining to the IDEA, and legal interpretations of the IDEA by Federal and State courts; **and**
4. Must have the knowledge and ability to conduct hearings, and to make and write decisions, consistent with appropriate, standard legal practice.

Each school district must keep a list of those persons who serve as hearing officers that includes a statement of the qualifications of each hearing officer.

### **Subject matter of due process hearing**

The party (you or the school district) that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

### **Timeline for requesting a hearing**

You or the school district must request an impartial hearing on a due process complaint within two years of the date you or the school district knew or should have known about the issue addressed in the complaint.

### **Exceptions to the timeline**

The above timeline does not apply to you if you could not file a due process complaint because:

1. The school district specifically misrepresented that it had resolved the problem or issue that you are raising in your complaint; **or**
2. The school district withheld information from you that it was required to provide to you under Part B of the IDEA.

## HEARING RIGHTS

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### 34 CFR §300.512

#### General

Any party to a due process hearing (including a hearing relating to disciplinary procedures) has the right to:

1. Be accompanied and advised by a lawyer and/or persons with special knowledge or training regarding the problems of children with disabilities;
2. Present evidence and confront, cross-examine, and require the attendance of witnesses;
3. Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
4. Obtain a written, or, at your option, electronic, word-for-word record of the hearing; **and**
5. Obtain written, or, at your option, electronic findings of fact and decisions.

#### Additional disclosure of information

At least five business days prior to a due process hearing, you and the school district must disclose to each other all evaluations completed by that date and recommendations based on those evaluations that you or the school district intend to use at the hearing.

A hearing officer may prevent any party that fails to comply with this requirement from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

#### Parental rights at hearings

You must be given the right to:

1. Have your child present;
2. Open the hearing to the public; **and**
3. Have the record of the hearing, the findings of fact and decisions provided to you at no cost.

## HEARING DECISIONS

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### 34 CFR §300.513

#### Decision of hearing officer

A hearing officer's decision on whether your child received a free appropriate public education (FAPE) must be based on substantive grounds.

In matters alleging a procedural violation, a hearing officer may find that your child did not receive FAPE only if the procedural inadequacies:

1. Interfered with your child's right to a free appropriate public education (FAPE);
2. Significantly interfered with your opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to your child; or
3. Caused a deprivation of an educational benefit.

**Construction clause**

None of the provisions described above can be interpreted to prevent a hearing officer from ordering a school district to comply with the requirements in the procedural safeguards section of the Federal regulations under Part B of the IDEA (34 CFR §§300.500 through 300.536).

**Separate request for a due process hearing**

Nothing in the procedural safeguards section of the Federal regulations under Part B of the IDEA (34 CFR §§300.500 through 300.536) can be interpreted to prevent you from filing a separate due process complaint on an issue separate from a due process complaint already filed.

**Findings and decision to advisory panel and general public**

The State Educational Agency or the school district, (whichever was responsible for your hearing) after deleting any personally identifiable information, must:

1. Provide the findings and decisions in the due process hearing or appeal to the State special education advisory panel; and
2. Make those findings and decisions available to the public.

## APPEALS

### **FINALITY OF DECISION; APPEAL; IMPARTIAL REVIEW**

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#### **34 CFR §300.514**

##### **Finality of hearing decision**

A decision made in a due process hearing (including a hearing relating to disciplinary procedures) is final, except that any party involved in the hearing (you or the school district) may appeal the decision by bringing a civil action, as described below.

### **TIMELINES AND CONVENIENCE OF HEARINGS AND REVIEWS**

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#### **34 CFR §300.515**

The State Educational Agency must ensure that not later than 45 calendar days after the expiration of the 30-calendar-day period for resolution meetings or, as described under the sub-heading *Adjustments to the 30-calendar-day resolution period*, not later than 45 calendar days after the expiration of the adjusted time period:

1. A final decision is reached in the hearing; and
2. A copy of the decision is mailed to each of the parties.

A hearing officer may grant specific extensions of time beyond the 45-calendar-day time period described above at the request of either party.

Each hearing must be conducted at a time and place that is reasonably convenient to you and your child.

### **CIVIL ACTIONS, INCLUDING THE TIME PERIOD IN WHICH TO FILE THOSE ACTIONS**

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#### **34 CFR §300.516**

##### **General**

Any party (you or the school district) who does not agree with the findings and decision in the due process hearing (including a hearing relating to disciplinary procedures) has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States without regard to the amount in dispute.

### **Time limitation**

The party (you or the school district) bringing the action shall have 42 calendar days from the date of the decision of the hearing officer to file a civil action.

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### **Additional procedures**

In any civil action, the court:

1. Receives the records of the administrative proceedings;
2. Hears additional evidence at your request or at the school district's request; **and**
3. Bases its decision on the preponderance of the evidence and grants the relief that the court determines to be appropriate.

### **Jurisdiction of district courts**

The district courts of the United States have authority to rule on actions brought under Part B of the IDEA without regard to the amount in dispute.

### **Rule of construction**

Nothing in Part B of the IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act of 1990, Title V of the Rehabilitation Act of 1973 (Section 504), or other Federal laws protecting the rights of children with disabilities, except that before the filing of a civil action under these laws seeking relief that is also available under Part B of the IDEA, the due process procedures described above must be exhausted to the same extent as would be required if the party filed the action under Part B of the IDEA. This means that you may have remedies available under other laws that overlap with those available under the IDEA, but in general, to obtain relief under those other laws, you must first use the available administrative remedies under the IDEA (i.e., the due process complaint, resolution meeting, and impartial due process hearing procedures) before going directly into court.

## **ATTORNEYS' FEES**

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### **34 CFR §300.517**

#### **General**

In any action or proceeding brought under Part B of the IDEA, if you prevail, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you.

In any action or proceeding brought under Part B of the IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by your attorney, if the attorney: (a) filed a complaint or court case that the court finds is frivolous, unreasonable, or without

foundation; or (b) continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or

In any action or proceeding brought under Part B of the IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by you or your attorney, if your request for a due process hearing or later court case was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to unnecessarily increase the cost of the action or proceeding.

#### **Award of fees**

A court awards reasonable attorneys' fees as follows:

1. Fees must be based on rates prevailing in the community in which the action or hearing arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded.
2. Fees may not be awarded and related costs may not be reimbursed in any action or proceeding under Part B of the IDEA for services performed after a written offer of settlement to you if:
  - a. The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure or, in the case of a due process hearing or State-level review, at any time more than 10 calendar days before the proceeding begins;
  - b. The offer is not accepted within 10 calendar days; and
  - c. The court or administrative hearing officer finds that the relief finally obtained by you is not more favorable to you than the offer of settlement.

Despite these restrictions, an award of attorneys' fees and related costs may be made to you if you prevail and you were substantially justified in rejecting the settlement offer.

3. Fees may not be awarded relating to any meeting of the individualized education program (IEP) Team unless the meeting is held as a result of an administrative proceeding or court action.

A resolution meeting, as described under the heading **Resolution meeting**, is not considered a meeting convened as a result of an administrative hearing or court action, and also is not considered an administrative hearing or court action for purposes of these attorneys' fees provisions.

The court reduces, as appropriate, the amount of the attorneys' fees awarded under Part B of the IDEA, if the court finds that:

1. You, or your attorney, during the course of the action or proceeding, unreasonably delayed the final resolution of the dispute;
2. The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably similar skill, reputation, and experience;



3. The time spent and legal services furnished were excessive considering the nature of the action or proceeding; or
4. The attorney representing you did not provide to the school district the appropriate information in the due process request notice as described under the heading ***Due Process Complaint***.

However, the court may not reduce fees if the court finds that the State or school district unreasonably delayed the final resolution of the action or proceeding or there was a violation under the procedural safeguards provisions of Part B of the IDEA.

## PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES

### AUTHORITY OF SCHOOL PERSONNEL

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#### 34 CFR §300.530

##### Case-by-case determination

School personnel may consider any unique circumstances on a case-by-case basis, when determining whether a change of placement, made in accordance with the following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

##### General

To the extent that they also take such action for children without disabilities, school personnel may, for not more than **10 school days** in a row, remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting (which must be determined by the child's individualized education program (IEP) Team), another setting, or suspension. School personnel may also impose additional removals of the child of not more than **10 school days** in a row in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see ***Change of Placement Because of Disciplinary Removals*** for the definition, below).

Once a child with a disability has been removed from his or her current placement for a total of **10 school days** in the same school year, the school district must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub-heading **Services**.

##### Additional authority

If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see ***Manifestation determination***, below) and the disciplinary change of placement would exceed **10 school days** in a row, school personnel may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child as described below under **Services**. The child's IEP Team determines the interim alternative educational setting for such services.

##### Services

The services that must be provided to a child with a disability who has been removed from the child's current placement may be provided in an interim alternative educational setting.

A school district is only required to provide services to a child with a disability who has been removed from his or her current placement for **10 school days or less** in that

school year, if it provides services to a child without disabilities who has been similarly removed.

A child with a disability who is removed from the child's current placement for **more than 10 school days** must:

1. Continue to receive educational services, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not happen again.

After a child with a disability has been removed from his or her current placement for **10 school days** in that same school year, and if the current removal is for **10 school days** in a row or less and if the removal is not a change of placement (see definition below), then school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see definition below), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

#### **Manifestation determination**

Within **10 school days** of any decision to change the placement of a child with a disability because of a violation of a code of student conduct (except for a removal that is for **10 school days** in a row or less and not a change of placement), the school district, the parent, and relevant members of the IEP Team (as determined by the parent and the school district) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
2. If the conduct in question was the direct result of the school district's failure to implement the child's IEP.

If the school district, the parent, and relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If the school district, the parent, and relevant members of the child's IEP Team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the school district must take immediate action to remedy those deficiencies.

### **Determination that behavior was a manifestation of the child's disability**

If the school district, the parent, and relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; **or**
2. If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading **Special circumstances**, the school district must return the child to the placement from which the child was removed, unless the parent and the district agree to a change of placement as part of the modification of the behavioral intervention plan.

### **Special circumstances**

Whether or not the behavior was a manifestation of the child's disability, school personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for up to 45 school days, if the child:

1. Carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district;
2. Knowingly has or uses illegal drugs (see the definition below), or sells or solicits the sale of a controlled substance, (see the definition below), while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district; **or**
3. Has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district.

### **Definitions**

*Controlled substance* means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)).

*Illegal drug* means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

*Serious bodily injury* has the meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.

*Weapon* has the meaning given the term "dangerous weapon" under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

### Notification

On the date it makes the decision to make a removal that is a change of placement of the child because of a violation of a code of student conduct, the school district must notify the parents of that decision, and provide the parents with a procedural safeguards notice.

## CHANGE OF PLACEMENT BECAUSE OF DISCIPLINARY REMOVALS

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### 34 CFR §300.536

A removal of a child with a disability from the child's current educational placement is a **change of placement** if:

1. The removal is for more than 10 school days in a row; **or**
2. The child has been subjected to a series of removals that constitute a pattern because:
  - a. The series of removals total more than 10 school days in a school year;
  - b. The child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals;
  - c. Of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another; **and**

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by the school district and, if challenged, is subject to review through due process and judicial proceedings.

## DETERMINATION OF SETTING

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### 34 CFR § 300.531

The individualized education program (IEP) Team must determine the interim alternative educational setting for removals that are **changes of placement**, and removals under the headings **Additional authority** and **Special circumstances**, above.

## APPEAL

### 34 CFR § 300.532

#### General

The parent of a child with a disability may file a due process complaint (see above) to request a due process hearing if he or she disagrees with:

1. Any decision regarding placement made under these discipline provisions; or
2. The manifestation determination described above.

The school district may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

#### Authority of hearing officer

A hearing officer that meets the requirements described under the sub-heading ***Impartial Hearing Officer*** must conduct the due process hearing and make a decision. The hearing officer may:

1. Return the child with a disability to the placement from which the child was removed if the hearing officer determines that the removal was a violation of the requirements described under the heading ***Authority of School Personnel***, or that the child's behavior was a manifestation of the child's disability; or
2. Order a change of placement of the child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

These hearing procedures may be repeated, if the school district believes that returning the child to the original placement is substantially likely to result in injury to the child or to others.

Whenever a parent or a school district files a due process complaint to request such a hearing, a hearing must be held that meets the requirements described under the headings ***Due Process Complaint Procedures, Hearings on Due Process Complaints***, except as follows:

1. The State Educational Agency or school district must arrange for an expedited due process hearing, which must occur within 20 school days of the date the hearing is requested and must result in a determination within 10 school days after the hearing.
2. Unless the parents and the school district agree in writing to waive the meeting, or agree to use mediation, a resolution meeting must occur within seven calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 calendar days of receipt of the due process complaint.

3. A State may establish different procedural rules for expedited due process hearings than it has established for other due process hearings, but except for the timelines, those rules must be consistent with the rules in this document regarding due process hearings.

A party may appeal the decision in an expedited due process hearing in the same way as they may for decisions in other due process hearings (see *Appeals*, above).

## **PLACEMENT DURING APPEALS**

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### **34 CFR §300.533**

When, as described above, the parent or school district has filed a due process complaint related to disciplinary matters, the child must (unless the parent and the State Educational Agency or school district agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading *Authority of School Personnel*, whichever occurs first.

## **PROTECTIONS FOR CHILDREN NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES**

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### **34 CFR §300.534**

#### **General**

If a child has not been determined eligible for special education and related services and violates a code of student conduct, but the school district had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that the child was a child with a disability, then the child may assert any of the protections described in this notice.

#### **Basis of knowledge for disciplinary matters**

A school district must be deemed to have knowledge that a child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

1. The parent of the child expressed concern in writing that the child is in need of special education and related services to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the child;
2. The parent requested an evaluation related to eligibility for special education and related services under Part B of the IDEA; or
3. The child's teacher, or other school district personnel expressed specific concerns about a pattern of behavior demonstrated by the child directly to the school district's director of special education or to other supervisory personnel of the school district.

### **Exception**

A school district would not be deemed to have such knowledge if:

1. The child's parent has not allowed an evaluation of the child or refused special education services; **or**
2. The child has been evaluated and determined to not be a child with a disability under Part B of the IDEA.

### **Conditions that apply if there is no basis of knowledge**

If prior to taking disciplinary measures against the child, a school district does not have knowledge that a child is a child with a disability, as described above under the sub-headings ***Basis of knowledge for disciplinary matters*** and ***Exception***, the child may be subjected to the disciplinary measures that are applied to children without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the school district, and information provided by the parents, the school district must provide special education and related services in accordance with Part B of the IDEA, including the disciplinary requirements described above.

## **REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES**

### **34 CFR §300.535**

Part B of the IDEA does not:

1. Prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; **or**
2. Prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.



**Transmittal of records**

If a school district reports a crime committed by a child with a disability, the school district:

1. Must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom the agency reports the crime; **and**
2. May transmit copies of the child's special education and disciplinary records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

## REQUIREMENTS FOR UNILATERAL PLACEMENT BY PARENTS OF CHILDREN IN PRIVATE SCHOOLS AT PUBLIC EXPENSE

### GENERAL

#### 34 CFR §300.148

Part B of the IDEA does not require a school district to pay for the cost of education, including special education and related services, of your child with a disability at a private school or facility if the school district made a free appropriate public education (FAPE) available to your child and you choose to place the child in a private school or facility. However, the school district where the private school is located must include your child in the population whose needs are addressed under the Part B provisions regarding children who have been placed by their parents in a private school under 34 CFR §§300.131 through 300.144.

#### Reimbursement for private school placement

If your child previously received special education and related services under the authority of a school district, and you choose to enroll your child in a private preschool, elementary school, or secondary school without the consent of or referral by the school district, a court or a hearing officer may require the agency to reimburse you for the cost of that enrollment if the court or hearing officer finds that the agency had not made a free appropriate public education (FAPE) available to your child in a timely manner prior to that enrollment and that the private placement is appropriate. A hearing officer or court may find your placement to be appropriate, even if the placement does not meet the State standards that apply to education provided by the State Educational Agency and school districts.

#### Limitation on reimbursement

The cost of reimbursement described in the paragraph above may be reduced or denied:

1. If: (a) At the most recent individualized education program (IEP) meeting that you attended prior to your removal of your child from the public school, you did not inform the IEP Team that you were rejecting the placement proposed by the school district to provide FAPE to your child, including stating your concerns and your intent to enroll your child in a private school at public expense; or (b) At least 10 business days (including any holidays that occur on a business day) prior to your removal of your child from the public school, you did not give written notice to the school district of that information;
2. If, prior to your removal of your child from the public school, the school district provided prior written notice to you, of its intent to evaluate your child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but you did not make the child available for the evaluation; **or**
3. Upon a court's finding that your actions were unreasonable.

However, the cost of reimbursement:

1. Must not be reduced or denied for failure to provide the notice if: (a) The school prevented you from providing the notice; (b) You had not received notice of your responsibility to provide the notice described above; or (c) Compliance with the requirements above would likely result in physical harm to your child; and
2. May, in the discretion of the court or a hearing officer, not be reduced or denied for the parents' failure to provide the required notice if: (a) The parent is not literate or cannot write in English; or (b) Compliance with the above requirement would likely result in serious emotional harm to the child.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

**Chapter 12**  
**DISCIPLINE**

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**Chapter 12**  
**Discipline**

Schools are encouraged to address student misconduct through appropriate school wide discipline policies, instructional services, and/or related services. If a student has behavior problems that interfere with his or her learning or the learning of others, an individualized education program (IEP) team shall consider the use of strategies, including positive behavioral supports and interventions, to address the behavior. If the IEP team determines that such services are needed, they be included in the IEP and be implemented.

Students with disabilities who are subject to disciplinary actions by a district are entitled to all of the due process rights afforded students without disabilities under Idaho Code 33-205. In addition to these rights, the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) provides special education rights and additional discipline procedures to a student with a disability whom the district is removing from his or her current educational placement. These procedures come into play when the district is unable to work out an appropriate placement for the student with the parent and/or adult student. Further, these procedures do not prevent district personnel from maintaining a safe environment conducive to learning that is critical for all students.

Even though Idaho Code allows district personnel to “temporarily suspend” students for up to 20 school days, all students with disabilities who have been suspended or expelled for more than 10 cumulative school days in a school year retain the right to a free appropriate public education. (FAPE).

**Section 1. General Discipline Guidelines**

The general requirements pertaining to the discipline procedures of special education students are as follows:

1. District personnel may remove a student from his or her current placement to an appropriate interim alternative education setting (IAES) or another setting for not more than 10 consecutive days to the extent those alternatives are applied to students without disabilities.
2. District personnel may suspend any student, including a special education student, for up to 10 cumulative school days in a school year if he or she violates the code of student conduct, and services may cease during this period. In accordance with Idaho Code:
  - a. A school principal has the authority to order a disciplinary suspension for up to 5 school days.
  - b. The superintendent can extend the disciplinary suspension for up to 5 additional school days.

3. A series of suspensions exceeding 10 days in a school year shall not constitute a pattern of removals resulting in a change of placement, without following the procedures discussed in this chapter.
4. Students who have not been determined eligible for special education may be entitled to an evaluation and other IDEA 2004 rights—including the right to FAPE during periods of disciplinary suspension that extend beyond 10 cumulative school days in a school year if:
  - a. The district had knowledge that the student met the IDEA 2004 eligibility prior to the behavior that precipitated the disciplinary suspension; and
  - b. The parent and/or adult student asserts the right to FAPE.

### **Section 2. Actions Involving a Change of Placement**

A change of placement is a removal from the student's current educational placement for more than 10 consecutive school days or a series of removals that constitute a pattern when they total more than 10 cumulative school days in a school year. Factors such as the student's behavior is substantially similar to behavior in previous incidents that resulted in series of removals, the length of the removal, the proximity of the removals to one another, and the total amount of time the student is removed are indicators of a pattern. Whether a pattern of removals constitutes a change of placement will be determined on a case-by-case basis by the district; the district's determination is subject to review through an expedited due process hearing and judicial proceedings. The District may consider any unique circumstances in determining whether to pursue a disciplinary change of placement.

Even if the disciplinary action is to suspend or expel a student, FAPE [educational services] cannot cease for more than 10 cumulative school days in a school year.

A manifestation determination is required if the district is considering removing a student with a disability from his or her educational placement for disciplinary reasons which constitute a change of placement. A manifestation determination is defined as a review of the relationship between the student's disability and the behavior subject to disciplinary action. See Section 4 of this chapter for more information.

#### **A. District Actions Resulting in a Change of Placement**

District administrators change a student's placement by:

1. Unilaterally removing a special education student from his or her current placement for:
  - a. More than 10 consecutive school days in a school year; or



- b. Subjecting a special education student to a series of removals that constitute a pattern:
  - (1) Because the series of removals total more than 10 school days in a school year;
  - (2) Because the student's behavior is substantially similar to behavior in previous incidents that resulted in the series of removals; and
  - (3) Because of such additional factors as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.
- 2. District personnel may remove a student to an IAES for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:
  - a. Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of an SEA or an LEA; or
  - b. Knowingly possesses or uses illegal drugs *or* sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; or
  - c. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA, defined as bodily injury that involves:
    - (1) A substantial risk of death;
    - (2) Extreme physical pain; or
    - (3) Protracted and obvious disfigurement; or protracted loss or impairment of the function of the bodily member, organ, or mental faculty.

**B. Hearing Officer Actions Resulting in a Change of Placement**

Through an expedited due process hearing, district administrators may ask a hearing officer to place a student with a disability in an appropriate IAES.

- 1. In requesting a hearing officer to place a student in an IAES, the district must:
  - a. Demonstrate by substantial evidence that maintaining the current placement is substantially likely to result in injury to the student or others; and
  - b. Indicate whether the request is for an *initial* period of not more than 45 school days or an *additional* period of not more than 45 school days.

2. In determining whether to grant a district's request to place a student in an IAES, the hearing officer must:
  - a. Determine that the IAES proposed by district personnel in consultation with the student's special education teacher or the IEP team is appropriate.

**C. Court Actions Resulting in a Change of Placement (Honig Injunction)**

District administrators may seek a court order (Honig Injunction) to remove a special education student from school or the current placement at any time. FAPE [educational services] shall not cease during an injunction.

**Section 3. FAPE Considerations**

Services may not cease and the district shall always provide FAPE to the student with a disability:

1. After a student with a disability is removed for 10 school days in the same school year and subsequent days of removal do not constitute a change of placement;
2. There is a disciplinary change of placement.

**A. District Actions When There is Not a Change in Placement Reference:**

1. Notify the parent and/or adult student of the disciplinary action to be taken on the date of the decision;
2. School personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals;
3. Conduct as appropriate a functional behavioral assessment (FBA) and provide behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

**B. District Actions When There is a Change of Placement**

Whenever disciplinary action results in a change in placement, the district must:

1. Notify the parent and/or adult student of the disciplinary action to be taken on the date of the decision and provide a copy of the *Procedural Safeguards Notice*;

2. The IEP team determines the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum although in another setting and to progress towards meeting IEP goals;
3. Conduct a manifestation determination immediately, if possible, but not later than 10 school days after the date on which the decision to take the disciplinary action is made.

### **C. FAPE Requirements in an IAES**

If the student's placement will change to an IAES, the IEP team shall select an IAES that enables the student to:

1. Continue to participate in the general education curriculum;
2. Progress toward meeting the goals set out in his or her IEP; and
3. Receive, as appropriate, an FBA and behavioral intervention services to address the behavior violation so that it does not recur.

### **D. Transportation**

If the IEP team determines that special transportation is required and documents it on the IEP, all procedural safeguards under the IDEA 2004 shall be afforded to the student in matters concerning transportation. Whether a suspension from the bus counts as a suspension from school depends on whether bus transportation is identified on the IEP:

1. If bus transportation is on the IEP, a suspension from the bus would be treated as a suspension from school (unless the district provides transportation services in some other way, such as "transportation in lieu of") because transportation is necessary for the student to obtain access to the location where all other services will be delivered.
2. If bus transportation is not on the IEP, a suspension from the bus would not be counted as suspension from school. In these cases, the student and the parent would have the same obligation to get to and from school as a student without a disability who had been suspended from the bus.

If the student's behavior on the bus results in a suspension from the bus, the IEP team shall consider whether the behavior should be addressed in a BIP

## **Section 4. Procedures for a Manifestation Determination**

A manifestation determination by the parent and relevant IEP team members (as determined by the district and parents) involves a review of the relationship between the student's disability and the behavior subject to disciplinary action.

**A. Actions Involving a Manifestation Determination**

When a disciplinary action results in a change of placement, the district will take the following actions:

1. The parent and/or adult student will be notified of the disciplinary action and provided with a copy of the *Procedural Safeguards Notice* not later than the date on which the decision to take disciplinary action is made.
2. A meeting will be held immediately, if possible, but no later than 10 school days after the date on which the decision to take disciplinary action is made. This meeting will include the district, the parent and/or adult student, and other relevant members of the IEP team (as determined by the parent and the district). The purpose of the meeting is to review all relevant information in the student's file including:
  - a. The student's IEP; and
  - b. Any teacher observations; and
  - c. Any relevant information provided by the parent and/or adult student.
3. Based on a review of the information, the IEP team, (relevant members determined by the parent and the district) will determine if the conduct in question was:
  - a. Caused by or had a direct and substantial relationship to the student's disability; or
  - b. The direct result of the district's failure to implement the IEP. [If so, the deficiencies must be immediately remedied.]

If the IEP team, (relevant members determined by the parent and the district), finds that either a or b above is true, the student's behavior will be determined to be a manifestation of his or her disability.

**B. When Behavior Is a Manifestation of the Disability**

If a student's behavior is determined to be a manifestation of his or her disability, the IEP team, (relevant members determined by the parent and the district), will:

1. Conduct an FBA and implement a BIP for the student if the district had not conducted such an assessment prior to the behavior that resulted in a change in placement;
2. Review the BIP if one had previously been developed and modify it as necessary to address the behavior;

3. Return the student to the placement from which he or she was removed, unless the parent and district agree in writing to a change of placement as part of the modification of the BIP.

### **C. When Behavior Is Not a Manifestation of Disability**

If the IEP team, (relevant members determined by the parent and the district), determines that the student's behavior was not a manifestation of his or her disability, the same disciplinary procedures applicable to students without disabilities, including long-term suspension or expulsion, may be applied to the student with a disability. The district will forward special education and disciplinary records for consideration to the board of trustees, which makes the final decision regarding the disciplinary action.

Even if the disciplinary action is to suspend or expel, the following provisions shall be met:

1. Educational services cannot cease for more than 10 school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability access to the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.
2. An IEP team shall convene to develop an IEP that specifies what special education and related services will be provided during the period of suspension or expulsion.

## **Section 5. Other Considerations**

### **A. Request for an Expedited Hearing**

An expedited hearing is a hearing that occurs within 20 school days of the request with a decision rendered within 10 school days of the hearing.

1. The parent and/or adult student may request an expedited due process hearing if he or she:
  - a. Disagrees with the determination that the behavior was not a manifestation of the student's disability;
  - b. Disagrees with any decision of the IEP team regarding a change of placement during a disciplinary proceeding; or
  - c. Disagrees with the decision regarding the student's placement in an IAES.
2. The district may request an expedited hearing if it believes that maintaining the current placement is substantially likely to result in injury to the student or to others.

3. When an appeal of a disciplinary action is requested (either by the parent to challenge the action or by the district to seek removal to an interim setting), the student remains in the IAES pending the decision of the hearing officer or the expiration of the disciplinary placement term, whichever occurs first unless the parent and district agree otherwise.
4. Resolution meeting requirements apply but are shortened to 15 and 7 days. No challenge for sufficiency of request is available.
5. A decision of a hearing officer in an expedited hearing may be appealed to federal or state district court.

See Chapter 13, Sections 4 and 5, for an explanation of regular and expedited due process hearing rights and procedures.

#### **B. Protections for Students Not Yet Eligible for Special Education**

A student who has not been determined eligible for special education and who has violated any rule or code of conduct of the district may assert the protections of the IDEA 2004 *if* the district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action.

1. Basis of knowledge

With limited exceptions, which are described in item 2 below, the district will be deemed to have knowledge that an individual is a student with a disability if one or more of the following is true:

- a. The parent and/or adult student has expressed concern to supervisory or administrative district personnel or a teacher of the child that the student is in need of special education and related services. The concern must be expressed in writing unless the parent and/or adult student is unable to write or has a disability that prevents a written statement.
- b. The parent and/or adult student has requested that the student be evaluated for special education.
- c. The student's teacher or other district personnel have expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education or to other district supervisory personnel in accordance with the district's established Child Find system or special education referral system.

2. No basis of knowledge

The district will be deemed not to have knowledge that an individual is a student with a disability if one or more of the following is true:

- a. An evaluation was conducted and a determination was made that the student did not have a disability.
- b. The parent and/or adult student did not give written consent for an evaluation.
- c. The parent and/or adult student refused special education services.

If the district did not have a basis of knowledge that a student was a student with a disability prior to taking disciplinary measures, the student is subjected to the same disciplinary measures applied to all other students who engage in comparable behaviors.

### **C. Parent and/or adult student Request for Evaluation of a Disciplined Student**

If a request for an evaluation of a student who is not currently eligible for special education is made during the period in which the student is subject to disciplinary measures, the evaluation will be conducted in an expedited manner. Pending the results of the evaluation, the student will remain in the educational placement determined by district officials, which can include suspension or expulsion without educational services.

1. If the student is subsequently determined eligible for special education, the district will:
  - a. Convene an IEP team meeting to develop an IEP.
  - b. Conduct a manifestation determination.
    - (1) If the behavior is caused by or had a substantial relationship to the student's disability, the disciplinary action must be set aside, and the student must be provided appropriate educational services in the least restrictive environment (LRE).
    - (2) If the behavior is not caused by nor had a substantial relationship to the student's disability, the student is subject to the disciplinary placement that had been determined, but he or she is still entitled to receive FAPE, which is determined by the IEP team. Educational services cannot cease for more than 10 school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability access to the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.
2. If the evaluation team determines that the student is not eligible for special education, he or she will be subject to the same disciplinary actions as all other students.

**D. Referrals to and Action by Law Enforcement and Judicial Authorities**

1. The district may report a crime committed by a student with a disability to appropriate authorities. The IDEA 2004 does not prevent state law enforcement or judicial authorities from exercising their responsibilities, with regard to the application of federal and state law, for crimes committed by a student with a disability.
2. If a student brings a firearm to school, law enforcement shall be contacted pursuant to the Gun-Free Schools Act.
3. If the district reports a crime, it will ensure that copies of the special education and disciplinary records of the student are given to the appropriate law enforcement authorities for their consideration, to the extent the release of records is permitted by the Family Educational Rights and Privacy Act (FERPA). Generally, the release of records requires consent, but exceptions are listed in Chapter 11, Section 5.

**E. Transfer of Discipline Records**

Idaho Code 33-209 requires that whenever a student transfers to a new school and a school record contains information concerning violent or disruptive behavior or disciplinary action involving the student, this information will be included in the transfer of records to the new school. The transmission of the student's record shall include both the student's current IEP, including the FBA, BIP, and any current or previous disciplinary action taken. This information will be contained in a sealed envelope marked to indicate the confidential nature of the contents and addressed to the principal or other administrative officer of the school.

When the district initiates disciplinary proceedings applicable to all students, the special education and disciplinary records of students with disabilities shall be given to authorized district personnel for their consideration in making the final determination regarding the disciplinary action.



**Chapter 13**  
**DISPUTE RESOLUTION**

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STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

**Chapter 13**  
**Dispute Resolution**

On occasion, conflicts arise between school districts and parents/adult students. Several mechanisms are available through the State Department of Education (SDE) to assist in resolving disputes. The processes are individualized education program (IEP) facilitation, mediation, formal complaint, due process hearings, and expedited due process hearings. This chapter contains information on each of these processes.

***Contact Information***

The SDE accepts formal complaints and requests for IEP facilitation, mediation and hearings via fax, mail, and personal delivery. Additionally, requests for IEP facilitation and mediation may also be made by telephone. The SDE does not accept requests for any type of dispute resolution identified in this chapter via email because a parent signature is required. Formal complaints and requests should be directed to:

Dispute Resolution Coordinator  
State Department of Education  
Division of Student Achievement and School Accountability  
Special Education  
P.O. Box 83720  
Boise, ID 83720-0027  
208/332-6912  
800/432-4601  
TT: 800/377-3529  
Fax: 208/334-4664

For further assistance in matters relating to dispute resolution, you may contact:

Comprehensive Advocacy, Inc. (Co-Ad)  
4477 Emerald Street, Suite B-100  
Boise, ID 83706  
V/TT: 208/336-5353  
V/TT: 866/262-3462

Idaho Parents Unlimited, Inc. (IPUL)  
4696 Overland Road, Suite 478  
Boise, ID 83705  
800/242-IPUL  
V/TT: 208/342-5884

**Comparing Dispute Resolution Systems**

<b>IEP Facilitation</b>	<b>Mediation</b>	<b>Complaint</b>	<b>Impartial Due Process Hearing</b>
Oral and written requests accepted	Oral and written requests accepted	Only written requests with signature accepted (e-mail requests not acceptable)	Only written requests with signature accepted (e-mail requests not acceptable)
Non-adversarial	Non-adversarial	Adversarial	Adversarial
Informal	Informal	Formal	Formal
Confidential	Confidential	Confidential	Confidential
No cost to parties	No cost to parties	Could be costly	Costly for schools/parents
Supports mutual problem-solving	Supports mutual problem-solving	SDE investigator makes final determination	Hearing officer orders solution
May take more than one IEP meeting	Takes less than a day  Efforts made to complete entire process within 21 days	May take several weeks  Investigation shall be completed within 60 days with a final written report	May take several days  Decision shall be issued within 45 days of the request unless the timeline is extended by the hearing officer
Includes a legally constituted IEP Team	Up to three people on either side	As determined by the investigator	No limits on participants
Supports open, direct communication	Supports open, direct communication	Communication with investigator	Communication through attorneys and hearing officer
Agreements made by IEP Team	Agreements made jointly	Any corrective actions determined by SDE	Law-based solution
If unsuccessful, either party may pursue other alternatives	If unsuccessful, either party may pursue other alternatives	Currently no formal appeal	Decision is binding, but may be appealed to state or federal court

### **Section 1. IEP Facilitation**

A request for IEP facilitation may be made by the parent and/or adult student or by a district representative, such as a director of special education. Requests may be made in writing or by phone to the SDE Dispute Resolution Coordinator as directed in the Introduction to this chapter.

#### **A. Definition**

IEP facilitation is a voluntary process during which an SDE-contracted individual is appointed to facilitate an IEP team meeting. The role of the facilitator is to help team members communicate more effectively and efficiently. IEP facilitation supports early dispute resolution, providing assistance to the IEP team before a potential conflict develops into a more serious dispute. The facilitator is an impartial third party, not a member of the IEP team, and has no stake in decisions made by the team. All IEP facilitators have received specialized training provided by the SDE. Facilitators are selected on a rotational and/or geographical basis.

The SDE provides IEP facilitation at no charge to the district or the parent and/or adult student.

#### **B. IEP Facilitation Requests**

A request for IEP facilitation may be made by either a parent and/or adult student or a designated district representative, such as a special education director, who has the authority to allocate resources and has knowledge of special education. A request for IEP facilitation:

1. may concern an initial, annual, or amended IEP that may be considered too difficult to manage; and
2. should be made at least two weeks prior to the scheduled IEP meeting.

The SDE will consider IEP facilitation requests on a case-by-case basis. As part of this consideration, the SDE Dispute Resolution Coordinator will contact the other party to determine whether that party is willing to participate; both parties shall agree to IEP facilitation for the process to go forward.

### **Section 2. Mediation**

The SDE has developed a mediation system to help resolve disagreements between districts and parents/adult students regarding the identification, evaluation, educational placement, and the provision of a free appropriate public education (FAPE). A request for mediation may be made by either the parent and/or adult student or the district at any point without the necessity to request a due process hearing. Requests may be made in writing or by phone to the SDE Dispute Resolution Coordinator as directed in the introduction to this chapter.

The ultimate goal of mediation is to obtain a written agreement that is acceptable to both parties. Even if a written agreement is not achieved, mediation may be helpful in clarifying issues.

**A. Definition of Mediation**

Mediation is a structured, voluntary, informal process in which an impartial third party (a mediator) assists parents/adult students and district personnel resolve disputes. Mediation builds positive working relationships, encourages mutual understanding, and helps the parties focus on their common interest—the student. The district will not use the term “mediation” to refer to any district-level process for resolving disputes.

**The Special Education Mediation Process Is:**

**Voluntary** for parents and school personnel;

**Offered** when disputes arise, including, but not limited to, formal complaints and due process hearing requests;

**Confidential**, thus encouraging all participants to speak freely;

A **No-Cost Service** to parents and schools provided by the Idaho State Department of Education (SDE); and

An **Alternative** that does not delay the status of a due process hearing or formal complaint.

**B. Mediation Policies**

1. No video or audio recording of the mediation proceedings will be made.
2. Each party is limited to no more than three participants and shall designate a person who has the authority to make final resolution decisions.
3. The district shall have at least one representative present who has the authority to commit resources.
4. Because mediation is a non adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during a mediation session is strongly discouraged.
5. Except for the signed agreement, confidentiality pledge, and mediator evaluation forms, all notes or records taken during the proceedings will be collected and destroyed by the mediator at the conclusion of the mediation session.
7. The mediator will provide signed copies of the agreement to each party and the SDE.

8. The mediator will be excluded from subsequent actions—complaint investigations, due process hearings, and legal proceedings.
9. A due process hearing requested prior to mediation may be canceled by the requesting party.
10. If for any reason the mediation fails, the mediator will provide each party and the SDE with a statement certifying that the mediation was unsuccessful.
11. Either party has the option to make another request for mediation.

**C. Mediation System**

Mediation offered by the SDE is voluntary, confidential, and at no cost to the parent and/or adult student or district.

1. Both the district and the parent and/or adult student may request mediation at any time.
2. The SDE has the discretion to suggest mediation to either party at any time it deems appropriate, but is required to make mediation available to the parties after a formal complaint or a request for a due process hearing has been filed.

Following a request for mediation, the SDE will contact the other party and ask whether they are willing to participate in mediation. Mediation may not be used to deny or delay the right to a due process hearing or any other rights afforded to students and parents.

**D. SDE Contracted Mediators**

Idaho SDE **contracted** mediators are impartial and trained in effective mediation, communication, negotiation, and problem-solving skills, and in laws and regulations relating to the provision of special education and related services. A mediator assists the parent and/or adult student and the district in resolving disputes. The SDE will select the mediator on a random, rotational, or other impartial basis from a list of highly qualified mediators. At times, the SDE may appoint two individuals to serve as co-mediators.

1. In all cases a mediator shall not:
  - a. be an employee of the SDE or district involved in the dispute;
  - b. have children enrolled in the district involved in the dispute; or
  - c. have a personal or professional interest that conflicts with the person's objectivity.
2. Additionally, if the parties have agreed to mediation following a due process hearing requested:

- a. co-mediators may not be used; and
  - b. the mediator may not be an employee of any district or state agency providing services that are publicly funded under the IDEA 2004, Part B.
3. The mediator:
- a. Contacts the parties to explain the mediation process, identify issues, and help the parties establish a date, time, and place to hold the mediation.
  - b. Establishes the ground rules for all parties to follow.
  - c. Guides the process.
  - d. Encourages open and honest communication.
  - e. Ensures that each party is heard.
  - f. Rephrases information and summarizes issues.
  - g. Facilitates the writing of the agreement.

#### **E. Mediation Timelines**

The SDE will appoint a mediator within 3 business days of a request for mediation. The mediation will be held in a location convenient to the parties involved, and every effort will be made to complete the process within 21 calendar days.

#### **F. Confidentiality**

Discussions that occur during the SDE mediation process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding. The parties in the SDE mediation process will be required to sign a confidentiality pledge before mediation begins.

#### **G. Mediation Agreement**

An agreement reached by the parties through SDE mediation shall be set forth in writing and is enforceable in state and federal courts.

### **Section 3. Formal Complaints**

A formal complaint may be filed with the SDE by any individual or organization from Idaho or another state who believes the district or other education agency has violated a requirement of Part B of the IDEA 2004, including the alleged failure to comply with a due process hearing decision rendered. The SDE will accept a complaint received by mail, fax or hand delivery. A



complaint filed by email will not be accepted. Contact information is listed in the introductory paragraph to this chapter.

See the document section at the end of this chapter for “Procedures for Resolving Complaints.”

**A. Filing Complaints**

A formal complaint can be made by any person or organization. The complaint shall be in writing and include the following information:

1. current date;
2. the name, address, and telephone number of the person making the complaint (or available contact information);
3. the signature of the person making the complaint;
4. if alleging violations regarding a specific student, the name and address of the student involved (or available contact information in the case of a homelessness student or family);
5. the school and district or other education agency that is the subject of the complaint;
6. one or more statements (allegations) that the district has violated one or more requirements of Part B of the IDEA 2004;
7. the facts and/or a description of the events that support each allegation; and
8. proposed resolution of the problem or the relief sought.

The complaint shall allege a violation that occurred not more than one year prior to the date that the complaint is received. The SDE has a form available that may be used.

**B. SDE Complaint Procedures**

Upon receipt of a written complaint, the SDE will do the following:

1. Determine whether the complaint meets all of the required criteria. The SDE will notify the complainant if his or her submission is sufficient as listed in Section A, above.
2. Notify the district that a complaint has been received and offer both parties SDE mediation. Parents shall receive a copy of the Procedural Rights statement.
3. Set aside all or any part of the written complaint that is being addressed in a due process hearing until the conclusion of the hearing. Any issue that is not a part of the due process action will be resolved using the SDE complaint procedures and timelines. If a

hearing officer's decisions are not adequately addressed by the district, the SDE will investigate.

4. Give the complainant the opportunity to provide additional information about the allegations, either orally or in writing.
5. Resolve the complaint and issue a Final Report that includes the findings of fact, conclusions, and resolution for each allegation within 60 calendar days of receipt of the complaint. This time period may be extended, but only under exceptional circumstances, which shall be documented by the SDE. The resolution will state:
  - a. how to remedy any denial of services, which may include the award of compensatory services, monetary reimbursement or other corrective action as appropriate to the needs of the student; and
  - b. the future provision of services for a student with a disability, if such clarification is needed.
6. Ensure the district takes corrective action if it is determined that the district was out of compliance.

#### C. Methods of Resolving Complaints

The SDE will make every effort to resolve complaints in the least adversarial manner possible. Mediation will be offered to the disputing parties. If mediation is not accepted by the parties or fails to resolve the allegation(s), then resolution of a formal complaint may be achieved through one or more of the following four processes:

1. **Verification of resolution:** Upon receipt of the initial complaint from the SDE outlining the allegations, the district may submit information to the SDE to document that one or more of the allegations of the complaint have been resolved. The SDE may also receive similar information from other sources.
2. **Corrective action plan (CAP):** The district may propose a CAP to address the allegations in the complaint. The SDE may accept, reject, or negotiate the proposed CAP or require other corrective actions or timelines to ensure the district will achieve compliance for each allegation stated in the complaint. If this process is not successful, the SDE will conduct a full investigation.
3. **Early complaint resolution (ECR):** The SDE may propose the use of ECR to resolve the complaint. This approach, which shall be mutually agreed upon, provides the complainant and the district an opportunity to immediately resolve the issues prompting the complaint, even though the parties may not agree on particular allegations. The SDE Dispute Resolution Coordinator or an SDE-contracted complaint investigator will facilitate a resolution through the development of a written agreement to be signed by both parties. If this process is not successful the SDE will conduct a full investigation.

4. **Full investigation:** If necessary, the SDE will investigate the complaint by conducting interviews and reviewing files, correspondence, and other information. An on-site investigation may occur if necessary. The SDE will write a Final Report, including Findings of Fact, Conclusions, and identify appropriate Corrective Actions, if required.

#### **Section 4. Due Process Hearings**

A request for a due process hearing may be made by either a parent and/or adult student or the district.

A parent and/or adult student or district may file a request for hearing with the other party. The request shall be mailed, faxed, or hand delivered. When the request is filed with the district, the parent and/or adult student shall send copies to the Dispute Resolution Coordinator at the SDE.

All applicable timelines for due process hearing and resolution sessions will start when the request has been filed with the other party and the SDE.

##### **A. Definition**

Idaho's due process system has two types of hearings, a regular due process hearing and an expedited due process hearing:

1. A regular due process hearing is an administrative hearing to resolve disputes on any matter related to the identification, evaluation, educational placement, and the provision of FAPE.
2. An expedited due process hearing is as an administrative hearing to resolve disputes concerning discipline occurring within 20 school days of the request, with a decision rendered within 10 school days of the hearing.

##### **B. Due Process Hearing Request from Parent and/or adult Student**

A due process hearing may be requested on behalf of a student by a parent, adult student or by an attorney representing the student.

1. A due process hearing shall be initiated within two years of the date the parent and/or adult student knew or should have known of the dispute. The two-year timeline will not apply if the parent and/or adult student was prevented from requesting a hearing due to misrepresentations or the withholding of information by the district.
2. A due process hearing can be initiated regarding issues pertaining to identification, evaluation, educational placement, or the provision of FAPE if:
  - a. the district proposes to initiate or change any of these matters; or

- b. the district refuses the parent's and/or adult student's request to initiate or change any of these matters.

See the Documents Section of this chapter for a *Due Process Hearing Request* form. The parent and/or adult student, or his or her attorney filing a due process hearing request shall forward a copy to the SDE and the district. The SDE will provide reasonable accommodations to individuals who need assistance in filing a written request.

### **C. Due Process Hearing Request by a District**

A district may initiate a due process hearing within two years of the dispute in an attempt to accomplish one or more of the following:

1. override a parent's/adult student's refusal of consent for an initial evaluation or the release of information;
2. override a parent's/adult student's written objection to an IEP change, an educational placement change, or disciplinary actions when there is an imminent threat to safety;
3. ask a hearing officer to place a student in an interim alternate education setting (IAES) when there is substantial evidence that maintaining the current educational placement is likely to result in injury to the student or others; or
4. request that a hearing officer determine whether an evaluation conducted by the district was appropriate or whether an evaluation obtained by a parent and/or adult student meets the criteria for a publicly funded independent educational evaluation (IEE).

If the district initiates a hearing, the district will inform the parent and/or adult student and the SDE.

### **D. Contents of a Request for a Due Process Hearing**

A request for a due process hearing shall be made in writing and shall include the following information:

1. the current date;—
2. the student's name, address (or available contact information in the case of a homeless student), and school district;
3. the signature of the individual make the request for a due process hearing;
4. a description of the nature of the problem, including supporting facts; and
5. a proposed resolution of the problem or the relief sought.

**E. Actions for Due Process Hearings**

1. A Due Process Request Is Filed
  - a. A request may be filed by either party.
  - b. Either party may challenge the sufficiency of the due process hearing request within 15 days of the receipt of the hearing request. The hearing officer shall render a decision regarding the sufficiency within five calendars days and immediately notify the parties of the decision in writing.
  - c. The district superintendent has the responsibility for informing the district's board of trustees of any request for a hearing.
  - d. The district shall inform a parent and/or adult student of any free or low-cost legal or other relevant services available to him or her and provide a copy of the Procedural Safeguards if a due process hearing is requested or if the parent and/or adult student requests such information.
  
2. A Hearing Officer Is Assigned
  - a. Within 10 calendar days of a request for a hearing, an impartial hearing officer will be assigned by the SDE. The SDE maintains a list of trained hearing officers, along with their qualifications, and assignments are made on a rotational basis.
  - b. A hearing officer may not be an employee of the district or the SDE, an individual having any personal or professional interest that would conflict with his or her objectivity in the hearing, or a member of the board of trustees of the district.
  - c. The district will pay for all actual expenses incurred by the hearing officer and for the cost of a verbatim transcript of the hearing. The hearing officer will be compensated at rates set by the SDE.
  
3. SDE Mediation Is Offered

The SDE is required to offer mediation as an alternative dispute resolution mechanism to the involved parties.
  
3. Response to a Due Process Request
  - a. The other party shall file a response with 10 calendar days addressing the issues raised.
  - b. If the district has not sent a written notice to the parent and/or adult student regarding the subject matter contained in the due process request, the district will,

within 10 calendar days of receiving the request, send the parent and/or adult student a response that includes all the components of written notice.

- c. Either party may amend the request, upon obtaining written consent from the other party or as granted by the hearing officer, at least 5 calendar days prior to the hearing. If the request is amended, timelines for resolution and resolving the issues begin again as of the date of the amended request.

5. Pre-hearing Resolution Session

- a. A resolution session will be held within 15 calendar days of a request for a due process hearing unless: (the IDEA 2004 requires the resolution session only if the parent has requested the due process hearing. Some states, through state regulations, are expanding this also to hearing requests initiated by the district.)
  - (1) Both parties agree in writing to waive the resolution meeting.
  - (2) Both parties agree to go to mediation.
- b. A “resolution team” includes the parent and/or adult student, a representative of the district who has decision-making authority, and relevant members of the IEP team who have specific knowledge of the facts identified in the request for a due process hearing as determined by the parties. The district’s attorney will not attend the resolution session unless the parent and/or adult student will be accompanied by an attorney. Note: The SDE will offer the services of a facilitator with the approval of both parties.
- c. The purpose of the meeting is for the parent of the student to discuss the due process hearing request, and the facts that form the basis of the request, so that the district has the opportunity to resolve the dispute.
- d. If a resolution is reached regarding the issues raised in the request for a due process hearing, the district representative and parent and/or adult student will sign a legally binding document that is enforceable in state and federal court. Either party may void this agreement within 3 business days of signing the agreement.
- e. A due process hearing will be scheduled if no resolution is reached within 30 calendar days of receiving the request for a due process hearing.
- f. If the district is unable to obtain the participation of the parents after reasonable efforts have been made and documented, at the conclusion of the 30 calendar day period, the district may request that the hearing officer dismiss the parents due process hearing request.

- g. A parent may request an immediate due process hearing from the hearing officer if the district has not scheduled or participated in a resolution session within 15 days of the request.

The 45 day timeline for the due process hearing request starts the day after one of the following events:

- a. Both parties agree in writing to waive the resolution meeting;
- b. After either the mediation or resolution meeting starts but before the end of the 30 day period, the parties agree in writing that no agreement is possible;
- c. If both parties agree in writing to continue the mediation at the end of the 30 day resolution period, but later, the parent or public agency withdraws from the mediation process.

6. Hearing Preparation

- a. A parent and/or adult student will be allowed to inspect and review reports, files, and records pertaining to the student not less than 5 business days prior to a due process hearing. A district may charge a fee for copies of records if the fee does not effectively prevent a parent and/or adult student from exercising his or her right to inspect and review those records. The district may not charge a fee to search for or retrieve records.
- b. Not less than 5 business days prior to a due process hearing, each party will disclose to all other parties:
  - (1) Evaluations completed by that date; and
  - (2) Recommendations based on those evaluations intended to be used at the hearing.
  - (3) Copies of exhibits which will be introduced and a list of witnesses each party intends to call at the hearing.
- c. The hearing officer will provide notification as to the time and place of the due process hearing to the parent and/or adult student, district officials, and the SDE. The hearing shall be conducted at a time and place reasonably convenient to the parent and/or adult student.

7. The Due Process Hearing

- a. The hearing officer will preside over and conduct the proceedings in a fair and impartial manner, permitting all parties an opportunity to present their information

and opinions pursuant to the Idaho Administrative Procedure Act (IDAPA) and IDEA 2004 requirements.

- b. A parent and/or adult student and district personnel may be accompanied and advised by legal counsel and other persons with special knowledge or training about students with disabilities.
  - c. A parent and/or adult student has the right to open the hearing to the public and to have the student who is the subject of the hearing present.
  - d. Only a parent and/or adult student, a district, and their respective attorneys have the right to present evidence, to compel the attendance of witnesses and the production of documents, and to confront and cross examine witnesses.
  - e. New issues (issues not in the original due process request) may not be raised at the hearing unless agreed to by the other party. Any party may, however, prohibit the introduction of any evidence at the hearing that was disclosed less than 5 business days before the hearing.
  - f. During the hearing the district will provide reasonable accommodations as required by federal regulations. Disputes will be referred to the SDE for resolution.
  - g. A record of the hearing will be made. The record will be a written verbatim transcript. The parent and/or adult student may choose an electronic verbatim record. The district will pay the transcript costs, and a copy of the transcript will remain with the SDE. The parent and/or adult student and district personnel have the right to obtain a copy of the record upon formal request.
8. Decision of the Hearing Officer
- a. The decision of the hearing officer will be based solely on presentations made at the due process hearing.
  - b. The decision made by the hearing officer will be made on substantive grounds based on a determination of whether a student received FAPE.
    - (1) In matters alleging a procedural violation, a hearing officer may find that a student did not receive FAPE only if the procedural inadequacies:
      - (a) impeded the student's right to FAPE;
      - (b) significantly impeded a parent's/adult student's opportunity to participate in the decision-making process; or
      - (c) caused a deprivation of educational benefit.



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- (2) A hearing officer may order a district to comply with procedural requirements, regardless of whether a district's failure in this area did or did not result in a denial of FAPE.
- c. The decision will include findings of fact and conclusions of law.
- d. The hearing officer's written decision shall be available within 45 calendar days from the date of the request for a hearing. The 45-calendar-day timeframe begins when the written request is actually received by the district or the SDE, whichever is earlier.
- e. The findings of fact and decision shall be sent to the parent and/or adult student at no cost. Copies will also be mailed to the district superintendent, the SDE, and representatives of the district.
- f. After deleting personally identifiable information, the SDE will transmit the decision to the Special Education Advisory Panel (SEAP) and make the decision available to the public upon request.
- g. A hearing officer's decision will be enforceable in state and federal court. It will be implemented not later than 14 calendar days from the date of issuance unless:
  - (1) the decision specifies a different implementation date; or
  - (2) either party appeals the decision by initiating civil action in state or federal district court.
- h. Nothing in the section can be interpreted to prevent a parent from filing a separate due process hearing request on an issue separate from the request already filed. The SDE may consolidate multiple hearing requests involving the same IEP.
- i. Stay Put
  - (1) During the pendency of any due process hearing, the student shall remain, or "stay put," in his or her current educational placement unless the district and parent and/or adult student agree otherwise.
  - (2) The stay-put placement continues during any subsequent appeals unless a hearing officer agrees with a parent and/or adult student that a change of placement is appropriate, in which case, the placement identified in the hearing officer's decision becomes the stay-put placement.
  - (3) If the dispute involves an application for initial admission to public school in Idaho, the student, with the written consent of his or her parent, shall be placed in the public school program until the proceedings are completed.

- (4) “Stay put” does not apply when a student is transitioning from Part C (the Infant Toddler program) to Part B services in Idaho. Following the development of an IEP or an individual family service plan (IFSP), if an educational placement dispute arises involving a student transitioning from Part C to Part B, the student cannot “stay put” in Part C:
  - (a) With written consent of the parent, the student shall be placed in the public school until completion of all the hearing proceedings.
  - (b) If the parent does not give written consent, the student will not receive services until completion of the hearing proceedings.
  - (c) If the student is eligible for special education and related services, and the parent consents, then the district shall provide those special education and related services which are not in dispute.

#### **Section 5. Expedited Due Process Hearings**

A request for an expedited due process hearing may be made by either a parent and/or adult student or the district. The request should be mailed, faxed or hand delivered to the Dispute Resolution Coordinator at the SDE. A request for an expedited due process hearing filed by email will not be accepted. Contact information is listed in the Introduction to this chapter.

##### **A. Definition**

An expedited due process hearing is defined as an administrative hearing to resolve disputes concerning discipline occurring within 20 school days of the request, with a decision rendered within 10 school days of the hearing.

##### **B. Expedited Hearing Requests**

1. A district may request an expedited hearing if the district believes maintaining the current placement or returning the student to the prior placement is substantially likely to result in injury to the student or others.
2. A parent and/or adult student may request an expedited hearing if:
  - a. he or she disagrees with a determination that the student’s behavior was not a manifestation of the disability; or
  - b. he or she disagrees with the district’s discipline decision, which resulted in a change of placement.

See Section 5D of this chapter for additional information regarding placement during a hearing.

**C. The Expedited Hearing Process and Decisions**

An expedited hearing will be conducted in a fair and impartial manner. Guidelines and proceedings will be the same as those in a regular due process hearing, except for the following changes:

1. The SDE will appoint a hearing officer within 2 business days of a request.
2. A resolution session shall occur within 7 days of receiving a due process hearing request unless the parties agree in writing to waive the resolution session or go to mediation.
3. A due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 day of the receipt of the expedited due process hearing request.
4. Any party may prohibit the introduction of any evidence at the hearing that was not disclosed at least 2 business days before the hearing.
5. The hearing shall occur within 20 school days of the request, with a decision rendered within 10 school days of the hearing. A written decision will be mailed to both parties.
6. A party may appeal the decision in an expedited due process hearing in the same way as they may for decisions in other original due process hearings.

**D. Placement During an Expedited Hearing**

When a hearing has been requested by either the parent and/or adult student or the district regarding placement decisions, the student shall “stay put” during the pendency of the hearing. In relation to disciplinary proceedings, stay put means:

1. The student will remain in the IAES until the timeline for the disciplinary action expires or the hearing officer renders a decision, whichever occurs first.
2. Upon expiration of the IAES placement, the student will be placed in the setting he or she was in prior to the IAES. However, if district personnel maintain that it is dangerous for the student to return to that placement, the district may request an expedited hearing to continue the IAES for up to an additional 45 school days. This procedure may be repeated as necessary.

If the hearing officer finds for the parent and/or adult student, the change of placement cannot occur and the IEP team will need to determine the extent of services that are appropriate to meet the student’s individual needs and to address the student’s behavior. If the hearing officer finds for the district, the district may use the same disciplinary procedures, including expulsion, as it uses for any other student, except that FAPE shall be provided according to the requirements in Chapter 12, Section 3.

**Section 6. Appeals and Civil Action**

1. An appeal to state or federal court shall be filed within 42 calendar days from the date of issuance of the hearing officer's decision.
2. Either party shall exhaust all dispute resolution procedures available under the IDEA 2004 prior to filing action in civil court. However, nothing in the IDEA 2004 restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or other Federal laws protecting the rights of children with disabilities. This means either party may have remedies available under these laws that overlap with IDEA 2004. To obtain relief under those other laws, either party shall first use the available dispute resolution procedures under the IDEA 2004 before going directly into court.

**Section 7. Attorney Fees**

A district court will have jurisdiction in the awarding, determination, or prohibition of attorney fees. The court may:

1. award reasonable attorney fees as part of the costs to the prevailing party; and
2. determine the amount of attorney fees, using prevailing rates in the community in which the action occurred, for the kind and quality of services provided. No bonus or multiplier may be used in calculating the amount of fees awarded.

Funds under Part B of the IDEA 2004 cannot be used by the district to pay any attorney fees or costs of a party related to an action or proceeding, such as deposition, expert witnesses, settlements, and other related costs. However, Part B funds may be used to pay hearing officer fees or the costs of a meeting room to conduct the hearing.

**A. Prohibition of Attorney Fees**

1. Attorney fees may not be awarded:
  - a. for legal representation at an IEP meeting, including a resolution session, unless such a meeting is convened as a result of a due process hearing or a judicial action;  
or
  - b. for mediation that is conducted prior to a request for a due process hearing.
2. Attorney fees may not be awarded and related costs may not be reimbursed in any action or proceeding for services performed subsequent to the time of a written offer of settlement to a parent and/or adult student if:

- a. the district makes an offer at least 10 calendar days before a due process hearing or a civil proceeding begins;
- b. the offer is not accepted by the parent and/or adult student within 10 calendar days after it is made; and
- c. a court or due process hearing officer finds that the relief obtained by the parent and/or adult student is not more favorable to the parent and/or adult student than the offer of settlement.

**B. Exception to the Prohibition of Attorney Fees**

An award of attorney fees and related costs may be made to a parent and/or adult student who is a prevailing party and who was substantially justified in rejecting the district's settlement offer.

**C. Reduction in the Amount of Attorney Fees**

A court may reduce an award for attorney fees under any of the following circumstances:

1. During the course of the action or proceeding, the parent and/or adult student or his or her attorney unreasonably extended the final resolution.
2. The amount of the award unreasonably exceeds the prevailing rate in the community for similar services by attorneys of reasonably comparable skills, reputation, and experience.
3. The time spent and legal services rendered were excessive considering the nature of the action.
4. The attorney representing the parent and/or adult student did not provide the information required in a due process hearing request.

**D. Exception to the Reduction of Attorney Fees**

The amount of attorney fees will not be reduced if the court finds that the district or SDE unreasonably extended the final resolution of the action or proceeding.

**E. Special Provisions Regarding Attorney Fees**

1. A district or SDE that prevails may seek attorney fees from a court against the parent's/adult student's attorney if the action is deemed frivolous, unreasonable, without foundation or prolongs the litigation.
2. A district or SDE that prevails may seek attorney fees from a court against the parent's/adult student's attorney or the parent and/or adult student if the hearing request

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was presented for improper purposes such as to harass the district, cause unnecessary delay or needlessly increase the cost of litigation.

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Chapter 13

Dispute Resolution

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February 2007

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## **SPECIAL EDUCATION MEDIATION IN IDAHO**

### **MANAGING PARENT AND SCHOOL CONFLICT THROUGH EFFECTIVE COMMUNICATION**

If conflict occurs between a parent and school personnel regarding the educational program of a special education student, mediation provides a non-adversarial alternative to resolve the dispute.

*Mediation* is a structured, yet informal, voluntary process in which an impartial third party, a mediator, helps parents and school personnel who are experiencing conflict to reach a suitable agreement. Mediation builds positive working relationships, encourages mutual understanding, and helps parents and school personnel focus on their common interest—the student.

#### **Section 1. Mediation in Idaho**

The mediation process:

1. May resolve disputes regarding the identification, evaluation, educational placement, or related services for students with disabilities;
2. Clarifies areas of agreement and disagreement; and
3. Fosters better relationships between parents and schools

#### **Section 2. Requesting Mediation**

An oral or a written request for mediation may be made to the SDE by the parent of a student with a disability, a legal guardian, a surrogate parent, or the district. In addition, the SDE will encourage parents and districts to participate in mediation when it seems appropriate. Following a request for mediation, the SDE will make every effort to complete the process within 21 days.

A request for mediation:

1. Is appropriate when parents and/or schools are unwilling or unable to modify their position without outside assistance;
2. May occur when parents and schools, after making a good-faith effort, face an impasse in attempting to resolve the conflict; and
3. Can be scheduled prior to, or concurrent with, a request for a due process hearing.

### **Section 3. Proposed Mediation by the SDE**

The SDE will automatically offer mediation to resolve a dispute between parents and the district:

1. When there is a formal request for a due process hearing; and
2. At any other time the SDE deems the use of mediation appropriate.

### **Section 4. Appointment of a Mediator**

The SDE maintains a list of qualified mediators. When both parties in a dispute agree to mediate, every attempt will be made by the SDE to appoint a mediator within 3 business days of the request. A mutually agreed upon time, date, and place of the mediation will be coordinated by the mediator.

If a due process hearing has been requested, the SDE will use a rotation list to select the mediator or both parties will be involved in and agree with the selection of the mediator.

If a due process hearing has been requested, the mediator may not be an employee of any district or state agency providing publicly funded services under the IDEA 2004 and co-mediators may not be used.

### **Section 5. The Mediator**

A mediator is a neutral third party trained in communication, problem-solving and negotiation skills, and specific mediation techniques who acts as a facilitator to assist s and schools in resolving conflicts. The mediator:

1. Educates the parties about the mediation process.
2. Establishes the ground rules for all parties to follow.
3. Guides the process.
4. Encourages open and honest communication.
5. Ensures that each party is heard.
6. Rephrases information and summarizes issues.
7. Facilitates the writing of the agreement.

### **Section 6. Roles of Parents and Schools**

It is in the best interest of all parties, including the student, to explore mediation as a means to an informal resolution of the conflict. Parents and school personnel play a very important role in mediation. As active participants, each party can help design a mutually agreeable solution.

### **Section 7. Prior to the Mediation**

The SDE will provide:

1. Formal notification to the disputing parties of the mediator appointed.
2. A copy of *Special Education Mediation in Idaho* and the *Procedural Safeguards Notice* to each party.
3. A copy of the “Confidentiality Pledge” to the parent, district, and mediator. The parties should review the pledge, come to the mediation with any questions regarding confidentiality, and be prepared to sign the pledge.

The mediator will:

1. Contact the parties to explain the mediation process, identify issues, and help the parties establish a date, time, and place to hold the mediation.
2. Assist in determining who will attend the mediation session and inform the parties that participants need to be knowledgeable about the student and of available resources or services the student may need.
3. Advise the SDE of the names of all parties who will participate in the mediation session.

The parent and district will:

1. Determine who will attend the mediation session and advise the mediator of their choices.
2. Advise the mediator that the individual(s) with authority to commit resources and make final resolution decisions will participate in the mediation session.

### **Section 8. Preparing for the Mediation Session**

The following guidelines can help participants prepare for the mediation session:

1. Keep your schedule free and be willing to give at least one full day to the mediation process.
2. Put aside personality conflicts and center on the educational interests of the student.
3. Approach mediation in good faith.

4. Be open, honest, and willing to listen.
5. Be familiar with all documents related to the dispute, including the Individualized Education Program (IEP).
6. Organize your information and materials.
7. Set goals you would like to achieve during the session.
8. Be open to alternatives.

### Section 10. The Mediation Session

Every mediator has his or her own personal style of conducting a mediation. Participants should feel free to ask questions and seek clarification on any issue during the session. The mediation may include the following stages:

1. **Introduction:** The mediator will explain the process, set the ground rules for all parties, respond to questions, and encourage the parties from the onset to deal with issues – not personalities.
2. **Identification of issues:** Each party will have an opportunity, without interruption, to identify issues and share information. The mediator may seek additional information or summarize the issues.
3. **Expression of interests:** At this stage, the mediator helps the parties identify their interests (those factors underlying their issues). Goals, needs, beliefs, hopes, and fears are expressed, explored, and clarified.
4. **Caucus:** On occasion, issues and underlying interests may not be clear. Opportunity is provided for each party to “caucus” with the mediator for the purpose of sharing information or seeking clarification about the issues. The mediator will not disclose information from caucus sessions without consent.
5. **Recess:** A break may be requested by any participant during the session. This time provides an excellent opportunity for all parties to gather their thoughts and absorb what has transpired.
6. **Creating alternatives:** After the basic issues and interests have been identified, discussed, and clearly understood by all parties, the mediator will assist the parties in identifying or developing options to resolve the conflict. At any time during an open session or in a caucus, either party may propose solutions.

7. **Developing and writing a plan:** The ultimate goal of mediation is to obtain a written resolution to the conflict. The parties establish the terms of the agreement. The mediator writes the final agreement, which is signed by the parent(s), school representatives, and mediator. Each party retains a copy of the agreement. If an agreement involves proposed changes to a student's IEP, an IEP team meeting should be convened as soon as possible.
8. **Implementation:** For the final agreement to work effectively, its provisions shall be implemented. The signed agreement demonstrates a commitment by both parties to abide by the conditions of the agreement. Ultimately, it is the responsibility of the parties to fulfill their obligations.

For additional information, contact:

**Dispute Resolution Coordinator**

State Department of Education  
Division of Student Achievement and School Accountability  
P.O. Box 83720  
Boise, Idaho 83720-0027  
208/332-6912  
800/432-4601  
TT: 800/377-3529  
FAX: 208/334-4664

**Regional Special Education**

North: 208/667-2588 Coeur d'Alene  
208/885-9060 Moscow  
Southeast: 208/282-3610 Pocatello  
208/736-4263 Twin Falls  
Southwest: 208/426-4315 Boise  
208/426-4397 Boise

**Comprehensive Advocacy, Inc. (Co-Ad)**

4477 Emerald Street, Suite B-100  
Boise, ID 83706  
V/TT: 208/336-5353  
V/TT: 866/262-3462

**Idaho Parents Unlimited, Inc. (IPUL)**

4696 Overland Road, Suite 478  
Boise, ID 83705  
800/242-IPUL  
V/TT: 208/342-5884

IDAHO STATE DEPARTMENT OF EDUCATION  
**PROCEDURES FOR RESOLVING COMPLAINTS**  
UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT 2004

**Section 1. Filing Complaints**

**A. Filing a Formal Complaint**

Any individual or organization from Idaho or another state who believes a school district or other education agency has violated a requirement of Part B of the Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004) may file a formal complaint with the State Department of Education (SDE). The complaint shall:

1. Be in writing. Electronic mail is not acceptable. (The SDE will provide reasonable accommodations to individuals who need assistance in filing written complaints.)
2. Be signed and dated.
3. Include one or more allegations. Allegations are statements that an education agency has violated a requirement of Part B of the IDEA 2004. The alleged violations may not be older than one year from the date the complaint is received by the SDE.
4. Include the supporting facts of each allegation. Supporting facts are a description of the events to support the allegation(s), including the name(s) of the student(s) involved, as appropriate.
5. Include a proposed resolution for the complaint.

**B. Contact Information Required**

Complainants should include their mailing addresses and work and home telephone numbers as well as the name, address, and telephone number of the student(s) involved.

**C. Formal Complaints Address**

Complaints shall be mailed to:

Dispute Resolution Coordinator  
State Department of Education  
Division of Student Achievement and School  
Accountability  
P.O. Box 83720  
Boise, ID 83720-0027

**Section 2. Evaluating Complaints**

At times, the SDE may not be able to proceed with resolution of all of a complainant's concerns. Complaints will be evaluated to determine whether the SDE can proceed with resolution. The SDE will notify the complainant, within 30 days of receipt of a complaint, if it cannot proceed with complaint resolution and the reasons. The complainant has the option of filing a new complaint restarting the 60-day timeline or revising the complaint. If the revised complaint contains additional allegations on which the SDE can proceed, the SDE will modify the scope of complaint resolution and may extend the 60-day timeline.

- A. Complaint resolution cannot proceed when:
1. The complaint is not in writing.
  2. The complaint is not signed.
  3. The complaint does not include allegations of Part B violations. (If appropriate, the SDE will notify the complainant of the appropriate agency, entity, or process to address his or her concerns.)
  4. The complaint does not include the facts to support the allegations for any of the allegations.
  5. All of the allegations in the complaint have been resolved in a previous due process hearing. However, the SDE will resolve a complaint alleging that the education agency failed to implement a due process hearing decision.
- B. Resolution of every allegation cannot proceed when:
1. Some of the statements in the complaint are not allegations that an education agency has violated a requirement of Part B of the IDEA 2004. In this situation, the SDE will proceed with resolution of the statements that are allegations. Where appropriate, the SDE will assist the complainant in clarifying other statements and/or will inform the complainant of the appropriate agency, entity, or process to address concerns that do not allege violations of the IDEA 2004.
  2. The facts to support some of the allegations are not provided. In this situation, the SDE will proceed with resolution of the allegations for which facts have been included. If appropriate, the SDE will assist the complainant in identifying the facts for his or her other allegations.
  3. Some or all of the allegations in the complaint are the subject of a current due process hearing. In this situation, the SDE will proceed with resolution of allegations that are not part of the due process hearing. The SDE will set aside allegations that are the subject of a due process hearing and will suspend the timeline for those allegations.

When the hearing is resolved, the SDE will proceed with resolution of any allegation on which the hearing officer has not ruled. However, the SDE will proceed to resolve allegations that an education agency failed to implement a due process hearing decision.

- C. If the complaint is withdrawn by the complainant prior to expiration of the timeline for resolution, the SDE will close the complaint.

### Section 3. Complaint Resolution Processes

The SDE will make every effort to resolve complaints in the least adversarial manner possible. Resolution of a formal complaint may be achieved through one or more of the following four processes:

1. **Verification of resolution:** At any time during an investigation, the education agency may submit information to the SDE to document that one or more of the allegations in the complaint have been resolved. The SDE may also receive similar information from other sources.
2. **Corrective action plan (CAP):** The district may propose a CAP to address the allegations in the complaint. The SDE may accept, reject, or negotiate the proposed CAP or require other corrective actions or timelines to ensure that the district will achieve compliance for each allegation stated in the complaint. If this process is not successful, the SDE will conduct a full investigation.
3. **Early complaint resolution (ECR):** The SDE may propose the use of ECR to resolve the complaint. This mutual approach provides the complainant and the district an opportunity to immediately resolve the issues prompting the complaint, even though the parties may not agree on particular findings of fact and conclusions. The SDE Dispute Resolution Coordinator or a contracted investigator will facilitate a resolution through the development of a written agreement to be signed by both parties. If this process is not successful, the SDE will conduct a full investigation.
4. **Investigation:** If necessary, the SDE will investigate the complaint by conducting interviews and reviewing files, correspondence, and other information. An on-site investigation may occur if necessary.

### Section 4. Compliance Activities

The SDE will negotiate or require corrective actions, including timelines, as necessary, for the education agency to achieve compliance.

- A. **Remedies:** The SDE will identify the specific corrective action necessary for the district to achieve compliance. If it is determined that the district has failed to provide appropriate services, the SDE will address:



1. How to remedy the denial of those services including, as appropriate, the award of compensatory education, monetary reimbursement, or other corrective actions appropriate to the needs of the student that is the subject of the complaint; and
  2. Appropriate future provision of those services for all students with disabilities in the education agency.
- B. **Documentation:** The SDE will verify implementation of corrective actions and compliance by obtaining documentation from the district or education agency, confirming compliance with the complaint, or conducting an on-site follow up.
1. **Technical assistance:** If necessary, the SDE will provide technical assistance to the district or education agency during or following complaint resolution. The SDE will maintain a record of technical assistance provided to districts or education agencies.
  2. **Sanctions:** If the district or education agency fails to achieve compliance, the SDE may initiate procedures to withhold federal funds until compliance is achieved.

#### Section 5. Complaint Resolution Steps

Within 60 days of receiving the complaint, the SDE will complete the following:

- A. The SDE will decide to accept or reject the complaint based on the allegations and supporting facts.
- B. Notify both parties in writing of the SDE determination, including a copy of the complaint and "Procedures for Resolving Complaints".
- C. Offer mediation to both parties as a method for resolving the complainant's concerns.
- D. The complainant will be notified of his or her right to submit additional information, either orally or in writing. Complainants will be asked to submit additional written information within 15 days of receiving notice of the right to do so. The complainant may submit additional oral information through an interview with the complaint investigator.
- E. Gather sufficient additional information to make a determination for each allegation through informal fact finding; telephone or personal interviews; and a review of files, documents, correspondence, and other information. If both parties agree that one or more violations have occurred, additional fact-finding will not be conducted in those areas.
- F. Carry out an independent on-site investigation if it is determined necessary.

- G. Review all relevant information and make an independent determination for each allegation filed by the complainant as to whether the education agency has violated a requirement of Part B of the IDEA 2004.
- H. Issue a Final Report to the complainant and district or education agency that contains:
1. An introduction with:
    - a. An assigned case number per the date the complaint was received by the SDE.
    - b. The name of the parties involved.
    - c. The complainant's allegations.
    - d. The complaint investigator's name.
    - e. Identified information gathered and reviewed.
    - f. If relevant, a description of any extension of the 60-day timeline and the exceptional circumstances that warranted the extension.
  2. The SDE's findings of fact.
  3. The SDE's conclusion regarding each allegation.
  4. If the SDE determines the education agency violated a Part B requirement, required Corrective Action(s) will be stated in the report. A timeline and method of documenting compliance will be included.
- I. Personally identifiable information about the student will not be included in the final report. The use of personally identifiable information about personnel employed by the education agency will be avoided.
- J. The 60-day timeline may be extended if exceptional circumstances exist and are documented by the SDE, or the parties agree to voluntarily engage in mediation or other dispute resolution options offered by the SDE. If the timeline is extended, both parties will be notified. The notification will include the length of the extension and a description of the exceptional circumstances that warrant the extension.

#### **Section 6. Record of Complaints**

Each complaint file will be maintained for a period of at least 5 years and will include an original or copy of:

1. The complaint.
2. The investigative notes, documents, correspondence, phone logs, etc.
3. The Final Report, or documentation that the complaint was withdrawn.
4. Verification of compliance if additional activities are required in the report.



**DUE PROCESS HEARING REQUEST FORM**

*Please submit any request for a due process hearing to your district superintendent and to the Dispute Resolution Coordinator, State Department of Education, Division of Student Achievement and School Accountability, P.O. Box 83720, Boise, ID 83720-0027. (You may use this form or submit a letter that includes the information below.)*

**A. General Information:** (type or print)

Date of Written Request: \_\_\_\_\_ Date Received (completed by SDE): \_\_\_\_\_

Name of Individual Requesting Hearing: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Parent/Guardian of Student: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_

Name of District/Agency Hearing Request Is Against: \_\_\_\_\_

**Student Information:**

**District Information:**

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

District Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_

(Complete if the information is available):

Student's Attorney: \_\_\_\_\_

(Complete if the information is available):

District's Attorney: \_\_\_\_\_

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**B. Issue(s):** Describe your specific problem that relates to any matter of identification, evaluation, educational placement, or provision of a free appropriate public education. Summarize the facts and information as a basis for each allegation. (Attach additional pages if needed.)

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**C. Resolution:** Please provide your suggestions for solving the problem. (Attach additional pages if needed.)

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Signature of Individual Requesting Hearing      Title or Relationship to Student      Date

**FORM FOR FILING A FORMAL COMPLAINT**

*Please submit any request for a formal complaint to the Dispute Resolution Coordinator, State Department of Education, Division of Special Populations Services, P.O. Box 83720, Boise, ID 83720-0027. The alleged violations may not be older than one year from the date the complaint is received by the SDE. (You may use this form or submit a letter that includes the information below.)*

**A. General Information:** (type or print)

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

Name of Individual Filing the Complaint: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Day Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Name of District /Agency Complaint Is Against: \_\_\_\_\_

**Student Information:**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**District Information:**

District Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

School Student Attends: \_\_\_\_\_  
(If complaint involves more than one student, please complete the student and district information for each student.)

In the case of a homeless child or youth, provide available contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Allegation(s):** Describe the specific issue(s) that relate to potential violations of Part B of the IDEA 2004. Provide supporting facts and information for each allegation. (Attach additional pages if needed.)

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**C. Resolution:** Please provide your suggestions for solving the problem. (Attach additional pages if needed.)

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Signature of Individual Filing Complaint

Title or Relationship to Student

Date



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Document date: **Resolution Session Form** Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		
Parent/Guardian Name:			Home Phone:	
Address:				
Native Language:			Daytime Phone:	
Parent/Guardian Name:			Home Phone:	
Address:				
Native Language:			Daytime Phone:	
Director:			Daytime Phone:	

The IDEA (2004) requires that options be made available to resolve conflict when a request for a due process hearing is filed. The "resolution session" provides an opportunity for the parent and/or adult student and the district to resolve issues identified in a due process hearing request. A resolution session is a meeting scheduled by the district and involves relevant members of the IEP team and the parent and/or adult student. The attorney for the school district will not attend the meeting unless the parent's/adult student's attorney is present. If requested by both parties, the State Department of Education (SDE) will appoint a neutral facilitator to conduct the resolution session.

A resolution session will be scheduled by the district unless one of the following occurs:

1. Both the parent and/or adult student and the school district mutually agree to participate in mediation from the SDE.
2. Both the parent and/or adult student and the school district mutually agree in writing to waive the resolution session.

Should a resolution session occur, the 45-day hearing process will not start until up to 30 days have expired, allowing for resolution.

Should the parties mutually waive the resolution session and mutually agree not to participate in SDE mediation, the due process hearing will be scheduled, and the 45-day timeline for completing the hearing will start on the date that the request for a hearing was received.

Please sign below regarding your participation in a resolution session. Unless both the district and the parent and/or adult student waive the resolution session, a meeting will be scheduled. If the district schedules a resolution session and the parent and/or adult student does not attend, the issues cannot be taken to a due process hearing.

Signature	Waive Resolution Meeting	Date
Parent:	[ ] Yes [ ] No	
Parent:	[ ] Yes [ ] No	
District Representative:	[ ] Yes [ ] No	



**Chapter 14**  
**SPECIAL EDUCATION FORMS**

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**Contact Log**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

Date	Time	Content <small>(include participants, purpose of contact, what transpired, and outcome)</small>	Person making contact



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**Access Log**

Page    of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		
District:		School:		

The district must maintain an Access Log recording each request for access to and each disclosure of personally identifiable information from the education records of the student. The Access Log must be maintained as long as the student's records are maintained by the district, and must include for each request or disclosure: the parties who have requested or received access, and their legitimate interests in the information. Exceptions to the above include: school officials, teachers, and teachers' assistants employed by the district having a legitimate educational interest; to authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of Education, or State and local educational authorities.

<b>Party Requesting Access or Accessing</b>	<b>Affiliation of the Party</b>	<b>Date of Access</b>	<b>Legitimate Interest of the Party</b>
Name (print): Signature:	Position: Agency:		
Name (print): Signature:	Position: Agency:		
Name (print): Signature:	Position: Agency:		
Name (print): Signature:	Position: Agency:		
Name (print): Signature:	Position: Agency:		
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AUGUST 20-21, 2009

Document date:

**Written Notice**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

The purpose of this notice is to inform you of the following:

**A. Actions proposed:**

- The student is due for a reevaluation to determine continued eligibility, and it has been determined that further assessment is not necessary.
- The school district proposes to initiate/change identification.
- The school district proposes to initiate/change educational placement.
- The school district proposes to initiate/change educational placement due to disciplinary action.
- Other:

**B. Actions refused:**

- The school district refuses to initiate/change identification.
- The school district refuses to initiate/change evaluation/reevaluation.
- The school district refuses to initiate/change educational placement.
- The school district refuses to change the Individualized Education Program (IEP).
- Other:

**C. Explanation of why actions were proposed or refused:**

- The student has met IEP or district graduation requirements.
- The student has completed the semester in which he or she turned 21 years old and is no longer entitled to special education services.
- The current data on school performance along with previous assessments are adequate.
- The student's disability adversely affects his or her educational performance, preventing satisfactory achievement.
- Special education services are required in order for the student to benefit from an educational program.
- The student's disability does not adversely affect his or her educational performance.
- Behavioral and academic interventions can be implemented within the current placement.
- Other:

**D. The following options were considered and rejected because:**

**E. The following evaluation procedures, tests, records, and reports were used as a basis for the decision:**

**F. The following information and other factors are relevant to the decision:**

You have protection under the procedural safeguards of the Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice*, please contact

\_\_\_\_\_ at \_\_\_\_\_.

Case Manager

Building or Phone Number

After contacting the school district, if further assistance is needed, you may contact any of the agencies below:

Idaho State Department of Education 208/332-6910 800/432-4601 TT: 800/377-3529	Idaho Parents Unlimited, Inc. 800/242-4785 V/TT: 208/342-5884	Comprehensive Advocacy, Inc. V/TT: 208/336-5353 V/TT: 866/262-3462
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STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Referral to Consider a  
Special Education Evaluation**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

**1. Review of referral:**

- A. Are the parents/guardians aware of concerns?     Yes  No
- B. Who contacted the parents or adult student? \_\_\_\_\_
- C. When was contact made? \_\_\_\_\_
- D. Describe the reason for referral:

E. Describe appropriate instruction in reading and math, and the student's response (or attach Intervention Plan & Graph):

F. Describe scientific research-based intervention implemented and results (attach Intervention Plan and Graph):

**2. Does the learner have limited proficiency in English?**     Yes  No

A. If yes, what is the student's English proficiency level and how was it determined?

B. If yes, how does this student compare to similar peers receiving English as a Second Language (ESL) services?

STATE DEPARTMENT OF EDUCATION  
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**Referral to Consider a  
Special Education Evaluation**

Document date:

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**3. Review of student's performance:**

Review each of the following areas and determine if there is a need to assess.	Need More Information	Current Level of Performance
Intellectual/Cognitive Functioning	[ ] Yes [ ] No	
Academic Performance (including grades)	[ ] Yes [ ] No	
Communication (Speech/Language)	[ ] Yes [ ] No	
Motor Development (Fine/Gross)	[ ] Yes [ ] No	
Hearing/Vision	[ ] Yes [ ] No	
Developmental/Medical History	[ ] Yes [ ] No	
Results from Statewide or Districtwide Assessments	[ ] Yes [ ] No	
Emotional/Social/Behavioral Development	[ ] Yes [ ] No	
Transition/Vocational/Occupational	[ ] Yes [ ] No	
Assistive Technology	[ ] Yes [ ] No	

**4. Procedural Safeguards:** At the time of initial referral to consider special education, the parent and/or adult student must be given a copy of the Procedural Safeguards Notice.

**5. Other considerations:**

- [ ] The *Procedural Safeguards Notice* has been sent to the parent/adult student.
- [ ] Medicaid has been discussed with the parent. Name of physician: \_\_\_\_\_
- [ ] Consent for release of information has been obtained to exchange relevant information.

**6. Members of the Problem Solving Team:**

Name	Position or Title

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Request for Input**

Page \_\_\_\_\_ of \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		
Parent/Guardian Name:			Home Phone:	
Address:				
Native Language:			Daytime Phone:	
Parent/Guardian Name:			Home Phone:	
Address:				
Native Language:			Daytime Phone:	

Dear \_\_\_\_\_:

School personnel are proposing to take the following action for \_\_\_\_\_.  
Student's Name

- an initial evaluation
- a reevaluation

The purpose of this letter is to let you know that an evaluation/reevaluation has been proposed and the evaluation team, of which you are a member, is requesting your input. As a member of the evaluation team, you have the right to participate in the process.

- The district proposes to review existing data and develop an evaluation plan without a meeting. You are a member of this team. You may provide input for the review by phone, letter, e-mail, or visiting with school personnel by \_\_\_\_\_.  
Date

You have the right to request a meeting of the evaluation team to discuss the evaluation plan and to provide your input in person. If you would like a meeting, please contact me at \_\_\_\_\_.  
Building or Phone Number

- The evaluation team will be reviewing existing data and developing an evaluation plan at a meeting. You are a member of this team, and we request your attendance at this meeting.

The Evaluation Team meeting will be held on \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_.  
Date Time Building

If this meeting time is not convenient for you, please contact me to reschedule the meeting or to provide your input. You may also provide input to the school by letter, e-mail, phone or visiting with school personnel.

If you have any questions, please call me at \_\_\_\_\_.  
Building or Phone Number

Sincerely,

Enclosure: If this is a request to conduct an **initial** evaluation, a *Procedural Safeguards Notice* is enclosed. (A parent or adult student will be given a copy of the *Procedural safeguards Notice* at any time upon request.)



STATE DEPARTMENT OF EDUCATION  
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Document date:

**Consent for Assessment**

Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

Dear \_\_\_\_\_:

We are requesting your permission to assess \_\_\_\_\_ current educational functioning to determine possible eligibility for special education services. Your written consent is required before an initial assessment can begin. If this is a request for consent for reassessment and the district does not hear from you after reasonable efforts to obtain consent, the district will proceed with the reassessment.

**Reasons we would like to conduct this assessment:**

**Information used to determine the areas to be assessed:**

**The following options were considered and rejected for these reasons:**

**Other factors that may affect the assessment, including those identified as special considerations** (behavior, limited English proficiency, blind or visual impairment, deaf or hard of hearing, or need for possible assistive technology):

After you have reviewed the information herein, please sign and return the enclosed form titled *Parent/Adult Student Evaluation Response (page 3 of this form)*. The form allows you to give consent or to deny consent for the proposed assessment. Return the form to \_\_\_\_\_.

Case Manager's Name

Assessments are provided at no cost to you. Assessment procedures may include a review of school records, observation of your student's activities, personal interviews, and consultation with you or others you recommend, along with individual testing as outlined. See attached *Individual Assessment Plan (page 2 of this form)*.

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice\**, or if you have any questions, please contact me at \_\_\_\_\_.

Building or Phone Number

Sincerely,

\_\_\_\_\_  
Note: The signature above verifies that parents who require notice and an explanation of their rights in their language have been accommodated to ensure their understanding.

January 2007

Form 350a

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
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Document date:

**Consent for Assessment**

Page of

**Individual Assessment Information**

Student's Name:		District ID:	State ID:	Grade:	Sex:
Native Lang:		Ethnicity:	Birth Date:		Age:
District:			School:		
Assessments	Position Responsible	Description of Assessment Procedures			
<input type="checkbox"/> Intellectual/Cognitive Functioning		Assesses your student's ability to learn. Administered by a professional in a one-to-one setting.			
<input type="checkbox"/> Academic Performance		Measures your student's achievements in such areas as oral expression, listening comprehension, written expression, basic reading skills, reading comprehension, mathematics calculation and mathematical reasoning.			
<input type="checkbox"/> Classroom Observation		Collects information on student's performance (academic, social/emotional, etc.) in the classroom environment.			
<input type="checkbox"/> Communication (Speech/Language)		<p><b>Speech</b> Assesses your student's articulation (speech sounds), voice, fluency, and motor skills for speech.</p> <p><b>Language</b> Assesses your student's receptive and expressive language skills, including phonology, morphology, syntax, semantics, and pragmatics.</p>			
<input type="checkbox"/> Motor Development (Fine & Gross)		<p><b>Physical Therapy Assessment</b> Assesses your student's gross motor skills and abilities for general or specific activities.</p> <p><b>Occupational Therapy Assessment</b> Assesses your student's daily living, educational, work, play or leisure motor skills and abilities for general or specific activities.</p> <p><b>Fine and Gross Motor Development</b> Assesses your student's motor skills and abilities.</p>			
<input type="checkbox"/> Hearing		Screens your student for hearing acuity. Includes pure tone testing and impedance testing of middle ear functioning.			
<input type="checkbox"/> Vision		Screens your student for visual acuity.			
<input type="checkbox"/> Developmental/Medical History		Collects information about your student's developmental progress or medical history.			
<input type="checkbox"/> Adaptive Behavior		Assesses your student's skills regarding self-help, independence, and activities of daily living at home, at school and in the community.			
<input type="checkbox"/> Emotional/Social/Behavioral		Collects information about your student's social and emotional development. May include rating scales, personality inventories, functional behavioral assessments, behavioral observations, projective tests, personal interviews, and review of records.			
<input type="checkbox"/> Transition/Vocational/Occupational		Assesses interests and capabilities related to training, education, employment and independent living skills.			
<input type="checkbox"/> Assistive Technology		Assesses the need for a piece of equipment or a product system that is used to increase, maintain, or improve the functional abilities of your student.			
<input type="checkbox"/> Other					



STATE DEPARTMENT OF EDUCATION  
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Document date:

**Consent for Assessment**

Page of

**Parent and/or Adult Student Response**

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

The district is asking for your consent to conduct:

- An initial assessment of the student. The district will not proceed with an initial assessment without your written consent.
- A reassessment of the student. If you do not give or deny written consent after the district makes reasonable efforts to obtain consent, the district will proceed with the reassessment

After reviewing your rights in the *Procedural Safeguards Notice*, please sign on the appropriate line below and return this form as soon as possible to \_\_\_\_\_.\* For assistance in understanding your rights, feel free to call me or refer to the *Procedural Safeguards Notice* for sources of information on your rights.

**Consent**

I understand my rights and GIVE CONSENT to conduct this assessment.

\_\_\_\_\_  
Parent/Adult Student Signature

\_\_\_\_\_  
Date

----- OR -----

I understand my rights and DENY CONSENT to conduct this assessment.

\_\_\_\_\_  
Parent/Adult Student Signature

\_\_\_\_\_  
Date

**Medicaid**

\_\_\_\_\_ I give my permission for my child's evaluation to be submitted to Medicaid for federal reimbursement of the costs of the evaluation services identified in the attached form 350a. I know that such billing will require that my child's name, birth date and Medicaid number will be used in such billing.

----- OR -----

\_\_\_\_\_ I do not give my permission for my child's evaluation to be submitted to Medicaid for federal reimbursement of the costs of the evaluation services identified in the attached form 350a. I understand that my denial of permission for such billing will not impact my child's access to necessary educational services.

<i>Date received by the school district</i>
---

\* The *Procedural Safeguards Notice* is generally distributed once annually or at the time of initial referral and at parent request.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

**Authorization for Exchange of Confidential Student Information**

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		
Parent, Personal Representative, or Adult Student's Name:				
Address:			Home Phone:	
City:	State:	Zip Code:	Daytime Phone:	

**A. The names of parties authorized to exchange information:**

1

I authorize:

Name	Title		
Organization			
Address	City	State	Zip Code

(check either box or both, as needed)     to release information to:                       to obtain information from:

Name	Title		
Organization			
Address	City	State	Zip Code

**B. The Information to be released:**

- |  |  |
|--|--|
| <input type="checkbox"/> Official School Record<br><input type="checkbox"/> Counseling Record<br><input type="checkbox"/> Special Education Record<br><input type="checkbox"/> Chemical Abuse/Dependency Report<br><input type="checkbox"/> Teacher, Counselor, Staff Observations<br><input type="checkbox"/> Other (specify) _____ | <input type="checkbox"/> Health Record<br><input type="checkbox"/> Psychological Records<br><input type="checkbox"/> Medical Report<br><input type="checkbox"/> Transcripts<br><input type="checkbox"/> Social Work Report |
|--|--|

**C. The purpose of this request:**

\_\_\_\_\_

\_\_\_\_\_

This authorization takes effect the day you sign it, and:

**D. Effective Date of Authorization:**

- expires after the requested information is received.
- continues until \_\_\_\_\_ (a date not more than 12 months after signature date).

By signing authorization, I understand that the parties named above are permitted to exchange written and verbal information regarding my child. The parties may also accept a photocopy of this release form and give it the same full force and effect as the original. I further understand that I may revoke this authorization in writing at any time by providing a copy of my revocation to the parties named above. The information used or disclosed under this release might be disclosed by the school district as an educational record, pursuant to FERPA, and might no longer be protected by HIPAA.

\_\_\_\_\_  
Parent, Personal Representative \*, or Adult Student's Signature \_\_\_\_\_  
Date

\*If signed by Personal Representative, please set forth the Personal Representative's authority to act for Student:

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> It is intended that this Authorization meets the requirements under the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and accountability Act of 1996 (HIPAA).



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

## Invitation to a Meeting

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			
Parent/Guardian Name:			Home Phone:	
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

Dear \_\_\_\_\_:

We would like to meet with you regarding \_\_\_\_\_ educational program.

You are encouraged to attend and bring your student, if appropriate. As the parent/adult student, you will serve as an equal participant in making decisions. If you wish to review any pertinent education records before the meeting, or if you need additional time to respond, please notify our office.

The meeting will be held on: \_\_\_\_\_ at \_\_\_\_\_.

Location or alternate means of meeting: \_\_\_\_\_

The purpose of this meeting is to:

- review all available information and determine what additional assessments are needed, if any
- review and discuss evaluation information and determine whether the student is eligible for special education and related services
- \* Initial or Annual Review to develop the individualized education program (IEP) and determine the appropriate placement in the least restrictive environment (LRE)
- consider the need for transition services
- review the IEP, and revise, as appropriate
- determine the need for a reevaluation
- discuss the need for a functional behavioral assessment (FBA) or the development of a behavioral intervention plan (BIP)
- \* determine the relationship between the disability and the behavior subject to disciplinary action
- consider the need for extended school year services
- to meet with the representative of the Infant/Toddler Program, if student is transitioning for the Infant/Toddler Program
- other: \_\_\_\_\_

\* A copy of the *Procedural Safeguards Notice* is enclosed with this invitation.

The following people have been invited to the meeting:

Name	Title or Position
	Required representative of Infant/Toddler Program if the student is transitioning from the Infant/Toddler Program.

You may bring a friend or other person(s) with knowledge or specific expertise related to your student. A copy of the *Procedural Safeguards Notice* is provided to you once per year. If you would like a copy of the *Procedural Safeguards Notice*, if you require an accommodation in accordance with Americans with Disabilities Act (ADA), or if you are unable to attend and want to reschedule the meeting, please contact me at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
January 2007

Form 370

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Eligibility Report – Cover, all categories**

Page of

<input type="checkbox"/> Initial Assessment <input type="checkbox"/> Reassessment <input type="checkbox"/> 3-Year Reevaluation				
Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

**1. EVALUATION TEAM INFORMATION**

Names of All Evaluation Team Members Invited to Attend	Position or Title	Agreement with Report
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Note:** In the case of a learning disability determination, each member must indicate whether the report reflects that member's conclusions. Any evaluation team member who disagrees with the conclusions of this team report must attach a separate written statement of his or her conclusions.

STATE DEPARTMENT OF EDUCATION  
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Document date: **Eligibility Report – All Disability Categories** Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

**2. SUMMARY OF FINDINGS/ADVERSE EFFECTS ON EDUCATIONAL PERFORMANCE**

**A. Assessments**

Parent or Adult Student Report
Strengths:
Needs:

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		

**B. Did lack of appropriate instruction in reading or math inhibit the access to and progress in the general curriculum?** *A student cannot be determined eligible for special education if the determinant factor is lack of instruction in math or reading (including phonemic awareness, phonics, vocabulary development, comprehension and fluency).* Address the following factors regarding access to instruction:

Lack of appropriate instruction in reading (phonemic awareness, phonics, fluency, comprehension, vocabulary)	Explain:
Lack of appropriate instruction in math:	Explain:



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **Eligibility Report – All Disability Categories** Page \_\_\_\_\_ of \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**C. Did Limited English Proficiency inhibit the access to and progress in the general curriculum?** A student cannot be determined eligible for special education if the *determinant factor* is limited English proficiency. If Limited English Proficiency in academic language is a consideration, summarize the indicators, assessments, and results.

**3. ELIGIBILITY DETERMINATION (All 3 following criteria must be documented to support eligibility)**

**Evaluation Team Assessment Summary:** (Summarize the findings and document the disability based on Idaho state criteria from the various forms of evaluation used to determine a present level of performance, including assessments, observations, interviews, standards, and other relevant and current documentation.)

**Adverse Effect on Educational Performance:** (Indicate evidence of the effect of the disability on the student's performance.)

**Need for Specially Designed Instruction:** (Describe resources necessary to support the student to access and progress in the general education curriculum.)

**4. ELIGIBILITY DETERMINATION**

In consideration of the reported information, the evaluation team finds the student [ ] is [ ] is not eligible under the category \_\_\_\_\_.

**Note:**

- A. If considering a Learning Disability category, after completing this report you must also complete the LD Eligibility form (Form # 400a or #400b).
- B. All relevant documentation, reports, and observations must be attached to this eligibility report.
- C. A copy of this report and all attachments must be given to the parent or adult student.



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Eligibility Report – Supplement**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

**2. SUMMARY OF FINDINGS/ADVERSE EFFECTS ON EDUCATIONAL PERFORMANCE continued**

**A. Assessments**

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		

Area assessed:	Procedure or test used:	
Evaluator:	Title:	Date:
Results (Strengths & Needs):		



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Eligibility Report – Learning Disability**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

**Traditional Discrepancy Model:** This form is to be completed in addition to the Eligibility Report (Form 380 a-c).

1. **Not Achieving Adequately:** Summarize relevant documentation, pertaining to the characteristics of learning disabilities, and gathered during the pre-referral and/or evaluation process. This documentation should indicate a pattern of strengths and needs in performance, achievement, or both, relative to age, Idaho Content Standards, or intellectual development.

**2. Comparing ability and achievement:**

Intellectual Ability	Academic Achievement Test		Discrepancy
Regressed Full-Scale Score	Broad Area	Broad Area Score	Regressed full-scale score minus broad area score.
	Reading		
	Math		
	Written Language		

**3. Other considerations:**

- a. Is this discrepancy primarily the result of a visual, hearing or motor disability; cognitive impairment; or emotional disturbance?     Yes     No
- b. What effects on performance, if any, are from environmental, cultural, or economic disadvantages?

4. **Observation of behavior and academic functioning:** Attach documentation of the relevant behavior noted during regular classroom observation in the area(s) of concern based on the referral and the relationship of that behavior to the student's academic functioning. (In the case of a student less than school age or out of school, the student must be observed in an environment appropriate for the student's age.)

Name of Observer:	Title:
Site:	Date of observation:
	Duration of observation:

**5. List educationally relevant medical findings, if any:**

**6. Severe discrepancy:**

There is a severe discrepancy between achievement and ability that cannot be corrected without special education and related services?     Yes     No

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Document date: **Eligibility Report – Learning Disability** Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		
District:	School:			

**Response to Intervention (RTI):** This form is to be completed in addition to the Eligibility Report (Form 380 a-c).

**Attach or summarize the following components:**

**1. Intervention Plan** which includes the following:

- a. the targeted skill, including the present level of performance and a measurable goal
- b. the scientific, research-based intervention used, including intensity (e.g. amount of time per session), frequency (e.g. # of sessions per week) and duration (e.g. length of interventions, at least 8-12 weeks)
- c. evidence that the student does not achieve adequately for his or her age or to meet Idaho grade level Content Standards given interventions typical in general education **and** a summary of significant resistance to those general education interventions, including that the resistance is on-going and severe and the student requires resources beyond general education alone to benefit from instruction
- d. documentation from two or more measures, one of which is a CBM, indicating the discrepancy from peers' performance on skills
- e. an observation documenting the student's academic performance and behavior in the areas of concern

**2. Graph** with aimline, trendline, phaselines, and decision rules

**Progress Monitoring**

**Curriculum Based Measurement (e.g. DIBELS, AIMSweb):**

CBM Measure/Skill	Norm (indicate source)	Student's Median Score	Discrepancy from Peers

**Other Measure(s):**

Assessment Tool/Skill	Peer's Performance	Student's Performance	Discrepancy from Peers

**3. Documentation that the parent has been notified about:** 1) the Idaho State policies regarding the amount and type of student performance data that would be collected, 2) the general education services that would be provided, 3) strategies for increasing the student's rate of learning, and 4) the parents' right to request an evaluation

**4. Other considerations:**

- a. Is this discrepancy primarily the result of a visual, hearing or motor disability; cognitive impairment; or emotional disturbance? [ ] Yes [ ] No
- b. What effects on performance, if any, are from environmental, cultural, or economic disadvantages?

**5. List educationally relevant medical findings, if any:**

**6. Discrepancy:**

The student has a discrepancy from peer's performance in the area of concern and significant resistance to interventions? [ ] Yes [ ] No

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **Individualized Education Program (IEP) Cover** Page \_\_\_\_\_ of \_\_\_\_\_

This IEP is an:  Initial  Annual Review  Amended Projected Triennial Re-evaluation Date: \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			
Parent/Guardian Name:	Home Phone:			
Address:				
Native Language:	Daytime Phone:			
Parent/Guardian Name:	Home Phone:			
Address:				
Native Language:	Daytime Phone:			

**1. IEP INFORMATION**

Case Manager Name:	Telephone Number:
Eligibility Category:	Medical Information:

**2. IEP TEAM INFORMATION**

Names of All IEP Team Members Invited to Attend	Position or Title (Signature, if signed, <b>DOES NOT</b> indicate agreement)	IEP Meeting Attendance (Check <b>DOES NOT</b> indicate agreement)
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

January 2007

Form 410a

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**IEP Goals**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

Skill Area:
-------------

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How and When Progress Toward Goals Is Reported:**

<b>Enter report card dates in the 1<sup>st</sup> line below.</b>					

Skill Area:
-------------

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How and When Progress Toward Goals Is Reported:**

<b>Enter report card dates in the 1<sup>st</sup> line below.</b>					

**\*Progress Codes:**

1 = Completed      3 = Not started  
2 = In progress    4 = Other:

**Progress Projection Codes:**

A = Progress is adequate to meet target dates.  
B = Progress is inadequate to meet target date.

**\*Note:** If the student is not progressing according to target dates, parents will be informed.

January 2007

Form 410b

Copy to the confidential folder, each service provider, and the parent or adult student.



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**IEP Services & Other Considerations**

Page \_\_\_\_\_ of \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**1. IEP SERVICES**

Service	Position Responsible	Location	Freq.	M Code	Total Service per Week		Start Date	Anticipated Duration
					Hrs	Min		

<b>Location Codes:</b> 01 Gen Ed Classroom 02 Sp Ed Classroom 03 Home 04 Hospital 05 Community 06 Therapy Room	<b>Frequency Codes:</b> 01 Daily 02 Weekly 03 Bi-Weekly 04 Monthly 05 _____ Times Per _____ 06 _____ Times Per _____	<b>Medicaid (M) Codes:</b> IN = Individual HQ = Group HO = Professional HM = Parapro TD = Reg Nurse LP = LPN
--	--	--

**Statement of Service Delivery:**

**2. OTHER CONSIDERATIONS**

- A. Special transportation is considered a related service. The student requires  Regular  Special  No transportation. Describe if necessary:
- B. Are extended school year (ESY) services required for this student?  Yes  No  TBD.  
 If Yes, complete 1 – 6 below.  
 If TBD, when: \_\_\_\_\_, and amend IEP by specified date.
1. What are the skills this student will lose as a result of an interrupted educational program and will be unable to recoup so as to make reasonable progress toward achieving the goals and benchmarks/objectives in the IEP?
  2. What skills are emerging that require ESY services in order to make reasonable gains?
  3. What acquisition of a critical life skill that aids the student's ability to function independently would be threatened by an interruption in services?
  4. In what way are the above skills critical to the overall progress of the student?
  5. Specify which goals and objectives/benchmarks should be part of the IEP for ESY services.
  6. Begin and end dates of ESY: \_\_\_\_\_ Hours per week: \_\_\_\_\_
- C. Does the student have limited proficiency in English?  Yes  No. If yes, what native language? \_\_\_\_\_  
 Explain what considerations are necessary:
- D. If hearing impaired/deaf, is hearing aid monitoring required?  Yes  No  Not hearing impaired/deaf. If yes, explain what considerations are necessary:
- E. If visually impaired/blind, is Braille required?  Yes  No  Not visually impaired/blind. If yes, explain what considerations are necessary:

STATE DEPARTMENT OF EDUCATION  
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Document date:

**IEP Accomodations**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**1. ACCOMMODATIONS, ADAPTATIONS, AND/OR SUPPORTS IN GENERAL AND SPECIAL EDUCATION**

Accommodations, Adaptations, or Supports	Location	Start Date	Anticipated Duration

**2. PARTICIPATION IN STATEWIDE AND DISTRICTWIDE ASSESSMENTS**

AC = Accommodations    AD = Adaptations    IAA = Idaho Alternate Assessment

Participation	Regular	AC	AD	Accommodations or Adaptations
<b>Language Arts</b>				
<input type="checkbox"/> ISAT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> DWA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> IAA-LA				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Reading</b>				
<input type="checkbox"/> IRI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> ISAT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> IAA-R				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Mathematics</b>				
<input type="checkbox"/> IMI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> ISAT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> DMA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> IAA-M				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Science</b>				
<input type="checkbox"/> ISI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> ISAT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> IAA-S				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Note 1:** Only those accommodations and adaptations listed in No. 1 above **and** regularly used by the student in classroom instruction and classroom testing may be used during statewide or districtwide assessments.

**Note 2:** Accommodations *do not* invalidate assessment results.

**Note 3:** Adaptations result in the student being counted as **not proficient** and **not participating**.

**Eligibility for a student to take the IAA:** The student must meet **all** of the criteria listed below for the IEP Team to determine that the student is eligible to participate in an alternate assessment:

- a. The student's demonstrated cognitive ability and adaptive behavior prevent completion of the general academic curriculum even with program accommodations and/or adaptations;
- b. The student's course of study is primarily functional-skill and living-skill oriented (typically not measured by state or district assessments); and
- c. The student is unable to acquire, maintain, or generalize skills (in multiple settings) and to demonstrate performance of these skills without intensive and frequent individualized instruction.

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Document date:

**IEP Accomodations**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**3. BEHAVIORAL INTERVENTION PLANNING**

- A. Does behavior impede the student's learning or that of others? .....[  ] Yes [  ] No
- B. If yes, have positive behavior supports been considered? .....[  ] Yes [  ] No
- C. The positive behavior supports, if needed, are incorporated in the IEP goals. ....[  ] Yes [  ] No
- D. A behavior intervention plan (BIP), including positive supports, is included below or is attached to this IEP. ....[  ] Yes [  ] No

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Copy to the confidential folder, each service provider, and the parent or adult student.

Document date: **IEP LRE Placement & Written Notice** Page \_\_\_\_ of \_\_\_\_  
Students ages 6 – 21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**1. LEAST RESTRICTIVE ENVIRONMENT (LRE)**

*Check one:*

- The student will participate entirely in the general education classroom, the general education curriculum, and nonacademic and extracurricular activities with nondisabled peers.
  
- The student will participate in the general education classroom and curriculum, **except for the following:**  
*Check and explain all that apply.*
  - General education classroom \_\_\_\_\_
  - \_\_\_\_\_
  - General education curriculum \_\_\_\_\_
  - \_\_\_\_\_
  - Non-academic and extracurricular activities with non-disabled peers \_\_\_\_\_
  - \_\_\_\_\_

**2. DECEMBER 1 FEDERAL REPORT: EDUCATIONAL ENVIRONMENT FOR AGES 6-21**

- (01) Student is inside the general education classroom 80% or more of the school day. In a 6 hour school day, the student is inside the regular class at least 4 hours and 48 minutes.
- (02) Student is inside the general education classroom at least 40% but not more than 79% of the school day. In a 6 hour school day, the student is inside the regular class at least 2 hours, 25 minutes, but not more than 4 hours, 47 minutes.
- (03) Student is inside the general education classroom less than 40% of the school day. In a 6 hour school day, the student is inside the regular class 2 hours, 24 minutes or less.
- (11) Student is in a district self-contained classroom in a separate special education school for more than 50% of the school day – more than 3 hours in a 6 hour day.
- (12) Student is placed in a private special education day school / facility at public expense for more than 50% of the school day – more than 3 hours in a 6 hour school day.
- (13) Student receives education services in a public residential facility for more than 50% of the school day and resides in that facility during the school week.
- (14) Student receives education services in a private residential facility at public expense for more than 50% of the school day and resides in that facility during the school week.
- (15) Student receives special education services in a hospital or homebound setting (do not include home-schooled students or virtual charter school students.)
- (16) Student receives special education services in a detention center or correctional facility.

Note: Determine codes as of student's age on the previous December 1, not yet six on December 1.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**IEP LRE Placement & Written Notice**

Page \_\_\_ of \_\_\_

Students ages 6 – 21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		
District:		School:		

**3. WRITTEN NOTICE**

The student will receive the services and placement outlined on this IEP because the student is eligible for special education and the IEP team has determined that this IEP will meet his or her needs.

A. The following options were considered but rejected because:

B. The following evaluation procedures, tests, records, or reports were used as a basis for the IEP:

C. The following information and other factors from parents and other sources were used to develop this IEP:

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice* or have additional concerns, please contact \_\_\_\_\_ at \_\_\_\_\_. After contacting the school if further assistance is needed, you may contact any of the agencies below:

Case Manager's Name

Building or Phone Number

Idaho State Department of Education  
208/332-6910  
800/432-4601  
TT: 800/377-3529

Idaho Parents Unlimited, Inc.  
800/242-4785  
V/TT: 208/342-5884

Comprehensive Advocacy, Inc.  
V/TT: 208/336-5353  
V/TT: 866/262-3462

**4. CONSENT FOR INITIAL PLACEMENT**

I CONSENT to placing \_\_\_\_\_ in special education. I understand that I can revoke this consent before services begin.

I DENY CONSENT to placing \_\_\_\_\_ in special education.

\_\_\_\_\_  
Parent or Adult Student Signature

\_\_\_\_\_  
Date

January 2007

Form 410g

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **IEP Goals with Objectives/Benchmarks** Page  of   
Must be used for students taking the Idaho Alternate Assessment whose goals are aligned to Idaho Alternate Standards.

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:			School:	

Skill Area:
-------------

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How and When Progress Toward Goals Is Reported:**

7. Objectives/Benchmarks (required if student takes the IAA):	Enter report card dates in the 1 <sup>st</sup> line below.					
A.						
Expected Progress: Target Date:						
B.						
Expected Progress: Target Date:						
C.						
Expected Progress: Target Date:						
D.						
Expected Progress: Target Date:						

<b>*Progress Codes:</b> 1 = Completed      3 = Not started 2 = In progress    4 = Other:	<b>Progress Projection Codes:</b> A = Progress is adequate to meet target dates. B = Progress is inadequate to meet target date.
--	--

**\*Note:** If the student is not progressing according to target dates, parents will be informed.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **IEP LRE Placement & Written Notice** Page of  
Students Ages 3-5

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**1. LEAST RESTRICTIVE ENVIRONMENT (LRE)**

*Check one:*

- The student will participate entirely in the general education classroom, the general education curriculum, and nonacademic and extracurricular activities with nondisabled peers.
- The student will participate in the general education classroom and curriculum, **except for the following:**  
*Check and explain all that apply.*
  - General education classroom \_\_\_\_\_
  - General education curriculum \_\_\_\_\_
  - Non-academic and extracurricular activities with non-disabled peers \_\_\_\_\_

**2. DECEMBER 1 FEDERAL REPORT: EDUCATIONAL ENVIRONMENT FOR AGES 3-5**

**The student attends a public or private Regular Early Childhood Program that includes at least 50% non-disabled children.**

- (41) In a Regular Early Childhood Program at least 80% of the time.
- (42) In a Regular Early Childhood Program at least 40% but not more than 79% of the time.
- (43) In a Regular Early Childhood Program less than 40% of the time.

*Children attending regular early childhood programs should be reported in one of the environments above even if they receive special education services in other environments.*

**The student DOES NOT attend a Regular Early Childhood Program but DOES attend a public or private Special Education Program.**

- (44) Separate Class: Student attends a special education program in a class with less than 50% non-disabled children.
- (45) Separate School: Student receives education programs in public or private day schools designed specifically for children with disabilities.

**The student DOES NOT attend a Regular Early Childhood Program and DOES NOT attend a Special Education Program.**

- (46) Residential: Student receives special education and related services in the residential facility-
- (47) Service Provider Location: Student receives all special education and related services from a service provider.
- (48) Home: Student receives special education and related services in the principle residence of the child's family or caregivers. Include students who also receive services in a service provider location.

STATE DEPARTMENT OF EDUCATION  
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Document date: **IEP LRE Placement & Written Notice** Page of  
Students Ages 3-5

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**3. WRITTEN NOTICE**

The student will receive the services and placement outlined on this IEP because the student is eligible for special education and the IEP team has determined that this IEP will meet his or her needs.

A. The following options were considered but rejected because:

B. The following evaluation procedures, tests, records, or reports were used as a basis for the IEP:

C. The following information and other factors from parents and other sources were used to develop this IEP:

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice* or have additional concerns, please contact \_\_\_\_\_ at \_\_\_\_\_. After contacting the school if further assistance is needed, you may contact any of the agencies below:

Idaho State Department of Education  
208/332-6910  
800/432-4601  
TT: 800/377-3529

Idaho Parents Unlimited, Inc.  
800/242-4785  
V/TT: 208/342-5884

Comprehensive Advocacy, Inc.  
V/TT: 208/336-5353  
V/TT: 866/262-3462

**4. CONSENT FOR INITIAL PLACEMENT**

I CONSENT to placing \_\_\_\_\_ in special education. I understand that I can revoke this consent before services begin.

I have been informed of the differences between an IEP and an Individual Family Service Plan (IFSP).

I consent to using the IFSP in place of an IEP.

I deny consent to using the IFSP in place of an IEP

I DENY CONSENT to placing \_\_\_\_\_ in special education.

\_\_\_\_\_  
Parent or Adult Student Signature

\_\_\_\_\_  
Date

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Consent to Invite  
Transition Agency Personnel**

Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

Dear \_\_\_\_\_:

We are requesting your permission to invite representatives from the following transition agencies to participate in the IEP meeting scheduled \_\_\_\_\_ for \_\_\_\_\_. Your written consent is required before the listed representatives may participate in the IEP meeting.

**Persons the District wishes to invite to the above IEP meeting:**

Names of Transition Agency Staff Proposed to be Invited	Staff Title and Transition Agency Proposed to be Invited	Indicate Yes or No for Consent or Refusal of Specific Staff Proposed

After you have reviewed the information herein, please sign and return the copy of this form provided. Return the form to \_\_\_\_\_.

Case Manager's Name

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice*, or if you have any questions, please contact me at \_\_\_\_\_.

Building or Phone Number

Sincerely,

**Note:** The signature above verifies that parents who require notice and an explanation of their rights in their language have been accommodated to ensure their understanding.

The district is asking for your consent to invite transition agency staff listed above to the IEP meeting described above. The district will not proceed with an invitation to these persons without your written consent.

After reviewing your rights in the *Procedural Safeguards Notice*, please sign on the appropriate line below and return this form as soon as possible to \_\_\_\_\_. For assistance in understanding your rights, feel free to call me or refer to the *Procedural Safeguards Notice* for sources of information on your rights.

I understand my rights and GIVE CONSENT to invite the representative(s) listed above.

\_\_\_\_\_  
Parent/Adult Student Signature

\_\_\_\_\_  
Date

----- OR -----

I understand my rights and DENY CONSENT to invite the representative(s) listed above.

\_\_\_\_\_  
Parent/Adult Student Signature

\_\_\_\_\_  
Date

*Date received by the school district*

STATE DEPARTMENT OF EDUCATION  
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Document date:

**Secondary IEP Cover**

Page of

Students Ages 15-21

This IEP is an:  Initial  Annual Review  Amended Projected Triennial Re-evaluation Date:

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

**1. IEP INFORMATION**

Case Manager Name:	Telephone Number:
Eligibility Category:	Medical Information:

**2. IEP TEAM INFORMATION**

Names of All IEP Team Members Invited to Attend	Position or Title (Signature <b>DOES NOT</b> indicate agreement)	IEP Meeting Attendance (Check <b>DOES NOT</b> indicate agreement)
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

STATE DEPARTMENT OF EDUCATION  
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Document date:

**Secondary Post-School Goals**

Page      of

Students Ages 15-21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**1. Present Level of Performance for Post School Goals and transition services planning** (Addresses the preferences, interests, strengths and needs of the student).

**Student Input:**

**Assessment Summary for transition services planning:**

**2. Post School Goals:**

**Skill Areas to be addressed by annual goals to progress toward Post School Goals:**

Transition Activities	Position Responsible	Start Date	Actual Completion Date/Status
A. Postsecondary Education/Training:			
B. Employment/Career:			
C. Community Participation:			
D. Independent Living:			
E. Adult Services:			

January 2007

Form 450b

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Secondary Post-School Goals**

Page      of

Students Ages 15-21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**3. High School Graduation Consideration:**

Anticipated graduation date: \_\_\_\_\_

A parent approved student learning plan (course of study) is attached or documented below.

School Year	Grade Level	List Courses to be taken Each Year	Credits Earned
	Grade 8		
	Grade 9		
	Grade 10		
	Grade 11		
	Grade 12		
	Ages 18 -21		

The student will meet regular high school graduation requirements.

The student will meet the district's alternate route to graduation.  
Describe:

The student will meet high school graduation requirements with adaptations as determined by the IEP Team.  
Describe:

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**Secondary Post-School Goals**  
Students Ages 15-21

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**4. Demonstration of Idaho 10<sup>th</sup> Grade Achievement Standards Proficiency**

<b>Reading</b> <input type="checkbox"/> ISAT <input type="checkbox"/> IAA <input type="checkbox"/> Alternate Rte. <input type="checkbox"/> IEP Rte.	Description (Include accommodations and/or adaptations as appropriate.)
<b>Math</b> <input type="checkbox"/> ISAT <input type="checkbox"/> IAA <input type="checkbox"/> Alternate Rte. <input type="checkbox"/> IEP Rte.	Description (Include accommodations and/or adaptations as appropriate.)
<b>Language Arts</b> <input type="checkbox"/> ISAT <input type="checkbox"/> IAA <input type="checkbox"/> Alternate Rte. <input type="checkbox"/> IEP Rte.	Description (Include accommodations and/or adaptations as appropriate.)
<b>Science</b> <input type="checkbox"/> ISAT <input type="checkbox"/> IAA <input type="checkbox"/> Alternate Rte. <input type="checkbox"/> IEP Rte.	Description (Include accommodations and/or adaptations as appropriate.)

**Eligibility for a student to take the IAA:** The student must meet **all** of the criteria listed below for the IEP Team to determine that the student is eligible to participate in an alternate assessment:

- a. The student's demonstrated cognitive ability and adaptive behavior prevent completion of the general academic curriculum even with program accommodations and/or adaptations;
- b. The student's course of study is primarily functional-skill and living-skill oriented (typically not measured by state or district assessments); and
- c. The student is unable to acquire, maintain, or generalize skills (in multiple settings) and to demonstrate performance of these skills without intensive and frequent individualized instruction.

**5. Transfer of Rights** (Completed not later than the student's 17<sup>th</sup> birthday.)

- The student & parents have been informed that Special Education Rights **will** transfer to the student at age 18.
- Special Education Rights **will not** transfer to the student at age 18 because:
  - The IEP Team has determined that the student is not able to provide informed consent.
  - A legal guardian has been appointed by the court.



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**Secondary IEP Goals**  
Students Ages 15-21

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

Skill Area:

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How Progress Toward Goals Is Reported:**

<b>Enter report card dates in the 1<sup>st</sup> line below.</b>					

Skill Area:

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How Progress Toward Goals Is Reported:**

<b>Enter report card dates in the 1<sup>st</sup> line below.</b>					

**\*Progress Codes:**

1 = Completed      3 = Not started  
2 = In progress      4 = Other:

**Progress Projection Codes:**

A = Progress is adequate to meet target dates.  
B = Progress is inadequate to meet target date.

**\*Note:** If the student is not progressing according to target dates, parents will be informed.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **Secondary IEP Services & Other Considerations** Page  of   
Students Ages 15-21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**1. IEP SERVICES**

Service	Position Responsible	Location	Freq.	M Code	Total Service per Week		Start Date	Anticipated Duration
					Hrs	Min		
<b>Location Codes:</b>		<b>Frequency Codes:</b>			<b>Medicaid (M) Codes:</b>			
01 Classroom		01 Daily			IN = Individual			
02 Sped Classroom		02 Weekly			HQ = Group			
03 Home		03 Bi-Weekly			HO = Professional			
04 Hospital		04 Monthly			HM = Parapro			
05 Community		05 _____ Times Per _____			TD = Reg Nurse			
06 Therapy Room		06 _____ Times Per _____			LP = LPN			

**2. OTHER CONSIDERATIONS**

- A. Special transportation is considered a related service. The student requires  Regular  Special  No transportation. Describe if necessary:
- B. Are extended school year (ESY) services required for this student?  Yes  No  TBD.  
If Yes, complete 1 – 6 below.  
If TBD, when: \_\_\_\_\_, and amend IEP by specified date.
1. What are the skills this student will lose as a result of an interrupted educational program and will be unable to recoup so as to make reasonable progress toward achieving the goals and benchmarks/objectives in the IEP?
  2. What skills are emerging that require ESY services in order to make reasonable gains?
  3. What acquisition of a critical life skill that aids the student's ability to function independently would be threatened by an interruption in services?
  4. In what way are the above skills critical to the overall progress of the student?
  5. Specify which goals and objectives/benchmarks should be part of the IEP for ESY services.
  6. Begin and end dates of ESY: \_\_\_\_\_ . Hours per week: \_\_\_\_\_
- C. Does the student have limited proficiency in English?  Yes  No. If yes, what native language? \_\_\_\_\_ . Explain what considerations are necessary:
- D. If hearing impaired/deaf, is hearing aid monitoring required?  Yes  No  Not hearing impaired/deaf. If yes, explain what considerations are necessary:
- E. If visually impaired/blind, is Braille required?  Yes  No  Not visually impaired/blind. If yes, explain what considerations are necessary:

STATE DEPARTMENT OF EDUCATION  
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Copy to the confidential folder, each service provider, and the parent or adult student.

Document date:

**Secondary IEP Accommodations**

Page      of

Students Ages 15-21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**1. ACCOMMODATIONS, ADAPTATIONS, AND/OR SUPPORTS IN GENERAL AND SPECIAL EDUCATION**

Accommodations, Adaptations, or Supports	Location	Start Date	Anticipated Duration

**2. BEHAVIORAL INTERVENTION PLANNING**

- A. Does behavior impede the student's learning or that of others?..... [  ] Yes [  ] No
- B. If yes, have positive behavior supports been considered? ..... [  ] Yes [  ] No
- C. The positive behavior supports, if needed, are incorporated in this IEP..... [  ] Yes [  ] No
- D. A behavior intervention plan (BIP), including positive supports, is attached to this IEP. .... [  ] Yes [  ] No

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **Secondary IEP LRE Placement & Written Notice** Page of  
Students Ages 15-21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

**1. LEAST RESTRICTIVE ENVIRONMENT (LRE)**

*Check one:*

- The student will participate entirely in the general education classroom, the general education curriculum, and nonacademic and extracurricular activities with nondisabled peers.
- The student will participate in the general education classroom and curriculum, **except for the following:**  
*Check and explain all that apply.*
  - General education classroom \_\_\_\_\_
  - General education curriculum \_\_\_\_\_
  - Non-academic and extracurricular activities with non-disabled peers \_\_\_\_\_

**2. DECEMBER 1 FEDERAL REPORT: EDUCATIONAL ENVIRONMENT FOR AGES 6-21**

- (01) Student is inside the general education classroom 80% or more of the school day. In a 6 hour school day, the student is inside the regular class at least 4 hours and 48 minutes.
- (02) Student is inside the general education classroom at least 40% but not more than 79% of the school day. In a 6 hour school day, the student is inside the regular class at least 2 hours, 25 minutes, but not more than 4 hours, 47 minutes.
- (03) Student is inside the general education classroom less than 40% of the school day. In a 6 hour school day, the student is inside the regular class 2 hours, 24 minutes or less.
- (11) Student is in a district self-contained classroom in a separate special education school for more than 50% of the school day – more than 3 hours in a 6 hour day.
- (12) Student is placed in a private special education day school / facility at public expense for more than 50% of the school day – more than 3 hours in a 6 hour school day.
- (13) Student receives education services in a public residential facility for more than 50% of the school day and resides in that facility during the school week.
- (14) Student receives education services in a private residential facility at public expense for more than 50% of the school day and resides in that facility during the school week.
- (15) Student receives special education services in a hospital or homebound setting (do not include home-schooled students or virtual charter school students.)
- (16) Student receives special education services in a detention center or correctional facility.

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Document date: **Secondary IEP LRE Placement & Written Notice** Page of

Students Ages 15-21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

**3. WRITTEN NOTICE**

The student will receive the services and placement outlined on this IEP because the student is eligible for special education and the IEP team has determined that this IEP will meet his or her needs.

A. The following options were considered but rejected because:

B. The following evaluation procedures, tests, records, or reports were used as a basis for the IEP:

C. The following information and other factors from parents and other sources were used to develop this IEP:

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice* or have additional concerns, please contact \_\_\_\_\_ at \_\_\_\_\_.

Case Manager's Name \_\_\_\_\_ Building or Phone Number \_\_\_\_\_ After contacting the school if further assistance is needed, you may contact any of the agencies below:

Idaho State Department of Education  
208/332-6910  
800/432-4601  
TT: 800/377-3529

Idaho Parents Unlimited, Inc.  
800/242-4785  
V/TT: 208/342-5884

Comprehensive Advocacy, Inc.  
V/TT: 208/336-5353  
V/TT: 866/262-3462

**4. CONSENT FOR INITIAL PLACEMENT**

I CONSENT to placing \_\_\_\_\_ in special education. I understand that I can revoke this consent before services begin.

I DENY CONSENT to placing \_\_\_\_\_ in special education.

\_\_\_\_\_  
Parent or Adult Student Signature

\_\_\_\_\_  
Date

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

### Secondary IEP Goals with Objectives/Benchmarks

Document date: \_\_\_\_\_ Students Ages 15-21 Page \_\_\_\_\_ of \_\_\_\_\_

Must be used for students taking the Idaho Alternate Assessment whose goals are aligned to Idaho Alternate Standards.

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

Skill Area:
-------------

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How Progress Toward Goals Is Reported:**

7. Objectives/Benchmarks (required if student takes the IAA):	Enter report card dates in the 1 <sup>st</sup> line below.					
A.  Expected Progress: Target Date:						
B.  Expected Progress: Target Date:						
C.  Expected Progress: Target Date:						
D.  Expected Progress: Target Date:						

<p><b>*Progress Codes:</b> 1 = Completed      3 = Not started 2 = In progress    4 = Other:</p>	<p><b>Progress Projection Codes:</b> A = Progress is adequate to meet target dates. B = Progress is inadequate to meet target date.</p>
---	---

**\*Note:** If the student is not progressing according to target dates, parents will be informed.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **Summary of Performance** Page \_\_\_\_ of \_\_\_\_  
Post High-School Community Living, Learning, & Working

Student's Name:	Dist ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		
Dist:		School:		

**1. POST HIGH-SCHOOL GOALS:**

**2. Recent Special Education Services** (Indicate and describe all received within three years prior to exit.)

Accommodations  
Learning:

Community Living

Working

Assistive Technology

Braille Instruction

Behavior Supports

Health related services

English as a Second Language Services

Other (e.g. speech, occupational therapy, physical therapy, transportation)

**3. Annual Goal Skill Areas** (within three years prior to exit)

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Summary of Performance**

Page \_\_\_ of \_\_\_

Post High-School Community Living, Learning, & Working

Student's Name:	Dist ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		
Dist:		School:		

**4. Post High-School Expectations in Community Living, Learning and Working:**

**5. Describe Student's Current Levels of Academic Achievement and Functional Performance.** (Include type of assessment, date of administration, and results.)

**6. Describe Functional Impact of the Disability** (as related to community living, learning, and working)

**7. Response to Intervention, Adaptations and Accommodations** (as related to community living, learning, and working)

**8. Recommendations for:** (include suggestions for accommodations, linkages to adult services, or other supports)

A. Community Living Environment:

B. Post-Secondary Education Environment:

C. Working Environment:

**9. Adult/Community Contacts:**

Agency: Name/Position:	Status: Phone:
Agency: Name/Position:	Status: Phone:
Agency: Name/Position:	Status: Phone:

**10. Primary High School Contact:**

Name/Position:	Phone:
----------------	--------

**11. Additional team members contributing to this summary:**

Student:	Parent:
Name/Position:	Name/Position:
Name/Position:	Name/Position:

January 2007

Form 470 b

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**IEP Amendment**  
(attach to current IEP)

Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			
Parent/Guardian Name:	Home Phone:			
Address:				
Native Language:	Daytime Phone:			
Parent/Guardian Name:	Home Phone:			
Address:				
Native Language:	Daytime Phone:			

**1. IEP TEAM INFORMATION**

Names of All IEP Team Members Invited to Attend	Position or Title (Signature <b>DOES NOT</b> indicate agreement)	IEP Meeting Attendance (Check <b>DOES NOT</b> indicate agreement)
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No
		[ ] Yes [ ] No

**2. WRITTEN NOTICE**

A. Description of change to current IEP (include revised goal sheets if needed):

B. The IEP is being amended for the following reasons:

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**IEP Amendment**  
(attach to current IEP)

Page \_\_\_ of \_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		
District:		School:		

C. The following options were considered but rejected because:

D. The following evaluation procedures, tests, records, or reports were used as a basis for this IEP amendment:

E. The following information and other factors were used to develop this IEP amendment:

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice* or have additional concerns, please contact \_\_\_\_\_ at \_\_\_\_\_. After contacting the school if further assistance is needed, you may contact any of the agencies below:

Idaho State Department of Education  
208/332-6910  
800/432-4601  
TT: 800/377-3529

Idaho Parents Unlimited, Inc.  
800/242-4785  
V/TT: 208/342-5884

Comprehensive Advocacy, Inc.  
V/TT: 208/336-5353  
V/TT: 866/262-3462

**Note:** A parent/adult student may request a re-written IEP that includes these amendments.  
**Note:** The completion of this document does not replace or extend the required annual IEP meeting.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

### Service Plan (SP) Cover

Page    of

This SP is an:     Initial     Annual Review     Amended    Projected Triennial Re-evaluation Date:

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

**1. SP INFORMATION**

Case Manager Name:	Telephone Number:
Eligibility Category:	Medical Information:

**2. SERVICES TEAM**

Names of All SP Team Members Invited to Attend	Position or Title (Signature <b>DOES NOT</b> indicate agreement)	SP Meeting Attendance (Check <b>DOES NOT</b> indicate agreement)
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**SP Goals**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

Skill Area: \_\_\_\_\_

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How Progress Toward Goals Is Reported:**

Enter report card dates in the 1 <sup>st</sup> line below.					

Skill Area: \_\_\_\_\_

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How Progress Toward Goals Is Reported:**

Enter report card dates in the 1 <sup>st</sup> line below.					

**\*Progress Codes:**

- 1 = Completed      3 = Not started
- 2 = In progress    4 = Other:

**Progress Projection Codes:**

- A = Progress is adequate to meet target dates.
- B = Progress is inadequate to meet target date.

**\*Note:** If the student is not progressing according to target dates, parents will be informed.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**SP Services & Other Considerations**

Page \_\_\_\_\_ of \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**SP SERVICES**

Service	Position Responsible	Location	Freq.	M Code	Total Service per Week		Start Date	Anticipated Duration
					Hrs	Min		

<b>Location Codes:</b> 01 Classroom 02 Sped Classroom 03 Home 04 Hospital 05 Community 06 Therapy Room	<b>Frequency Codes:</b> 01 Daily 02 Weekly 03 Bi-Weekly 04 Monthly 05 _____ Times Per _____ 06 _____ Times Per _____	<b>Medicaid (M) Codes:</b> IN = Individual HQ = Group HO = Professional HM = Parapro TD = Reg Nurse LP = LPN
--	--	--

**OTHER CONSIDERATIONS**

- A. Special transportation is considered a related service. The student requires  Regular  Special  No transportation. Describe if necessary:
- B. Does the student have limited proficiency in English?  Yes  No. If yes, what native language? \_\_\_\_\_. Explain what considerations are necessary:
- C. If hearing impaired/deaf, is hearing aid monitoring required?  Yes  No  Not hearing impaired/deaf. If yes, explain what considerations are necessary:
- D. If visually impaired/blind, is Braille required?  Yes  No  Not visually impaired/blind. If yes, explain what considerations are necessary:

**ACCOMMODATIONS, ADAPTATIONS, AND/OR SUPPORTS IN GENERAL AND SPECIAL EDUCATION**

Accommodations, Adaptations, or Supports	Location	Start Date	Anticipated Duration

**BEHAVIORAL INTERVENTION PLANNING**

- A. Does behavior impede the student's learning or that of others? .....[  Yes  No
- B. If yes, have positive behavior supports been considered? .....[  Yes  No
- C. The positive behavior supports, if needed, are incorporated in this SP. ....[  Yes  No
- D. A behavior intervention plan (BIP), including positive supports, is attached to this SP.....[  Yes  No

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **SP LRE Placement & Written Notice** Page of  
Students ages 6 – 21

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

**WRITTEN NOTICE**

The student will receive the services and placement outlined on this SP because the student is eligible for special education and the SP team has determined that this SP will meet his or her needs.

- A. The following options were considered but rejected because:
  
  
  
  
  
  
  
  
  
  
- B. The following evaluation procedures, tests, records, or reports were used as a basis for the SP:
  
  
  
  
  
  
  
  
  
  
- C. The following information and other factors from parents and other sources were used to develop this SP:

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice* or have additional concerns, please contact \_\_\_\_\_ at \_\_\_\_\_. After contacting the school if further assistance is needed, you may contact any of the agencies below:

Case Manager's Name \_\_\_\_\_ Building or Phone Number \_\_\_\_\_

- |  |  |   |
|--|--|---|
| <u>Idaho State Department of Education</u><br>208/332-6910<br>800/432-4601<br>TT: 800/377-3529 | <u>Idaho Parents Unlimited, Inc.</u><br>800/242-4785<br>V/TT: 208/342-5884 | <u>Comprehensive Advocacy, Inc.</u><br>V/TT: 208/336-5353<br>V/TT: 866/262-3462 |
|--|--|---|

**4. CONSENT FOR INITIAL PLACEMENT**

- I CONSENT to placing \_\_\_\_\_ in special education. I understand that I can revoke this consent before services begin.
- I DENY CONSENT to placing \_\_\_\_\_ in special education.

\_\_\_\_\_  
Parent or Adult Student Signature

\_\_\_\_\_  
Date

Copy to the confidential folder, each service provider, and the parent or adult student.



STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **SP Goals with Objectives/Benchmarks** Page of  
Must be used for students taking the Idaho Alternate Assessment whose goals are aligned to Idaho Alternate Standards.

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

Skill Area: \_\_\_\_\_

**1. Present Level of Performance:**

**2. General Education Content Standard(s):**

**3. Annual Goal** (target skill and conditions):

**4. Evaluation Procedure** (criteria, procedure, and schedule):

**5. Assistive Technology** (if needed):

**6. How Progress Toward Goals Is Reported:**

7. Objectives/Benchmarks (required if student takes the IAA):	Enter report card dates in the 1 <sup>st</sup> line below.					
A.  Expected Progress: Target Date:						
B.  Expected Progress: Target Date:						
C.  Expected Progress: Target Date:						
D.  Expected Progress: Target Date:						

<p><b>*Progress Codes:</b> 1 = Completed      3 = Not started 2 = In progress    4 = Other:</p>	<p><b>Progress Projection Codes:</b> A = Progress is adequate to meet target dates. B = Progress is inadequate to meet target date.</p>
---	---

**\*Note:** If the student is not progressing according to target dates, parents will be informed.

Copy to the confidential folder, each service provider, and the parent or adult student.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**SP LRE Placement & Written Notice**  
Students Ages 3-5

Page    of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**1. LEAST RESTRICTIVE ENVIRONMENT (LRE)**

*Check one:*

- The student will participate entirely in the general education classroom, the general education curriculum, and nonacademic and extracurricular activities with nondisabled peers.
  
- The student will participate in the general education classroom and curriculum, **except for the following:**  
*Check and explain all that apply.*
  - General education classroom \_\_\_\_\_
  - \_\_\_\_\_
  - General education curriculum \_\_\_\_\_
  - \_\_\_\_\_
  - Non-academic and extracurricular activities with non-disabled peers \_\_\_\_\_
  - \_\_\_\_\_

**2. DECEMBER 1 FEDERAL REPORT: EDUCATIONAL ENVIRONMENT FOR AGES 3-5**

**The student attends a public or private Regular Early Childhood Program that includes at least 50% non-disabled children.**

- (41) In a Regular Early Childhood Program at least 80% of the time.
  - (42) In a Regular Early Childhood Program at least 40% but not more than 79% of the time.
  - (43) In a Regular Early Childhood Program less than 40% of the time.
- Children attending regular early childhood programs should be reported in one of the environments above even if they receive special education services in other environments.*

**The student DOES NOT attend a Regular Early Childhood Program but DOES attend a public or private Special Education Program.**

- (44) Separate Class: Student attends a special education program in a class with less than 50% non-disabled children.
- (45) Separate School: Student receives education programs in public or private day schools designed specifically for children with disabilities.

**The student DOES NOT attend a Regular Early Childhood Program and DOES NOT attend a Special Education Program.**

- (46) Residential: Student receives special education and related services in the residential facility-
- (47) Service Provider Location: Student receives all special education and related services from a service provider.
- (48) Home: Student receives special education and related services in the principle residence of the child's family or caregivers. Include students who also receive services in a service provider location.

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date: **SP LRE Placement & Written Notice** Page of  
Students Ages 3-5

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**3. WRITTEN NOTICE**

The student will receive the services and placement outlined on this SP because the student is eligible for special education and the SP team has determined that this SP will meet his or her needs.

A. The following options were considered but rejected because:

B. The following evaluation procedures, tests, records, or reports were used as a basis for the SP:

C. The following information and other factors from parents and other sources were used to develop this SP:

You have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA, 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice* or have additional concerns, please contact \_\_\_\_\_ at \_\_\_\_\_. After contacting the school if further assistance is needed, you may contact any of the agencies below:

- |  |  |   |
|--|--|---|
| <u>Idaho State Department of Education</u><br>208/332-6910<br>800/432-4601<br>TT: 800/377-3529 | <u>Idaho Parents Unlimited, Inc.</u><br>800/242-4785<br>V/TT: 208/342-5884 | <u>Comprehensive Advocacy, Inc.</u><br>V/TT: 208/336-5353<br>V/TT: 866/262-3462 |
|--|--|---|

**4. CONSENT FOR INITIAL PLACEMENT**

I CONSENT to placing \_\_\_\_\_ in special education. I understand that I can revoke this consent before services begin.

I have been informed of the differences between an SP and an Individual Family Service Plan (IFSP).

I consent to using the IFSP in place of an SP.

I deny consent to using the IFSP in place of an SP

I DENY CONSENT to placing \_\_\_\_\_ in special education.

\_\_\_\_\_  
Parent or Adult Student Signature

\_\_\_\_\_  
Date

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Behavior Intervention Plan (BIP)**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**1. TARGET BEHAVIOR** (restate IEP goal that addresses behavior):

**2. PREVENTION**

State prevention activities in observable terms	How Often?	Who Is Responsible?	Progress Monitoring Method

**\*This form is required for a disciplinary change of placement.**

STATE DEPARTMENT OF EDUCATION  
AUGUST 20-21, 2009

Document date:

**Behavior Intervention Plan (BIP)**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**3: WHAT WILL BE TAUGHT?**

<b>What Will Be Taught?</b> <small>(What other behaviors or skills will be taught so that the student can meet his or her needs in an acceptable manner?)</small>	<b>How Often?</b>	<b>Who Is Responsible?</b>	<b>Progress Monitoring Method</b>

**4: RESPONSE TO TARGET BEHAVIOR**

<b>Response Management</b> <small>How will adults respond when the problem behavior occurs so that their response does not (1) reinforce the student's inappropriate behavior or (2) cause the adult greater stress?</small>	<b>How Often?</b>	<b>Who Is Responsible?</b>	<b>Progress Monitoring Method</b>

STATE DEPARTMENT OF EDUCATION  
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Document date:

## Functional Behavior Assessment (FBA)

Page \_\_\_\_\_ of \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

1. **Description of Problem Behavior:** (What is the inappropriate or unacceptable behavior to be targeted for intervention? Be specific about who was involved and what happened before, during, and after the event.)

2. **Document the Pattern of Behavior** (frequency, intensity, duration, environmental factors, and context in which the behavior occurred)

3. **History** (e.g., what circumstances make the behavior more likely to occur, medical or physical concerns, substance abuse issues, stressful events in the student's life)

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Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

**4. Effectiveness of Interventions** (What have been used and were they effective?)

**5. Develop a Theory for the Function or Purpose of the Behavior**

**6. Team Members**

Names of Team Members	Title/Position



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**Manifestation Determination**

Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

1. **Consider all relevant information** (the district, parent or adult student, and relevant members of the IEP team must review the student's file, the IEP, teacher observations, & any relevant information provided by the parent & adult student):

2. **Relationship between behavior and disability**

A. Was the behavior in question caused by, or did it have a direct or substantial relationship to, the student's disability?) [ ] Yes [ ] No

B. **If yes**, explain:

3. **Implementation of the IEP**

A. Was the behavior in question a direct result of the district's failure to implement the IEP?) [ ] Yes [ ] No

B. **If yes**, explain:

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**Manifestation Determination**

Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:		Age:
District:		School:		

**4: Manifestation Determination** (If either 2 or 3 above is marked "yes," the behavior is a manifestation of the student's disability.)

**Yes**, the behavior is a manifestation of the student's disability. **Explain:**

**No**, the behavior is not a manifestation of the student's disability. **Explain:**

**5. The district, parent or adult student, and relevant members of the IEP Team**

Names of Team Members	Title/Position

STATE DEPARTMENT OF EDUCATION  
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Document date: **Parent or Adult Student and District Agreements** Page      of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:		School:		

IEP COMMITTEE MEMBER – ATTENDANCE NOT NECESSARY

The parent or adult student and the District agree that the following required IEP Team member's presence is not necessary at the IEP meeting scheduled for \_\_\_\_\_ (date) because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

IEP Committee Member \_\_\_\_\_

IEP COMMITTEE MEMBER – EXCUSAL

The parent or adult student and the District agree that the following required IEP committee member may be excused from attending the IEP meeting scheduled for \_\_\_\_\_ (date). The IEP committee member must submit written input to the parents and the IEP committee prior to the IEP meeting.

IEP Committee Member \_\_\_\_\_

IEP REVISION WITHOUT IEP MEETING

The parent or adult student and the District agree that the student's annual IEP may be amended to address the following contents without convening an IEP Team meeting. These amendments will be incorporated into the student's annual IEP dated \_\_\_\_\_.

IEP contents to be revised \_\_\_\_\_  
\_\_\_\_\_

THREE-YEAR REEVALUATION NOT NECESSARY

The parent or adult student and the District agree that the student's three-year reevaluation scheduled to occur by \_\_\_\_\_ (date three-year reevaluation is due) is not necessary. The parent may subsequently request a reevaluation, and the District must conduct the reevaluation; however, the District need not conduct a reevaluation more frequently than once a year unless the parent and the District otherwise agree.

I hereby authorize the District to take the action described above. This action has been fully explained to me in my native language or other mode of communication, and I understand the action. The action is being taken with my agreement and consent. I understand that I can revoke my consent for this action, but my revocation will not be retroactive.

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**District Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

STATE DEPARTMENT OF EDUCATION  
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**AUTHORIZATION FOR DISCLOSURE OF IDENTIFYING EDUCATION RECORD  
INFORMATION FOR SCHOOL-BASED MEDICAID REIMBURSEMENT  
FOR HEALTH-RELATED SERVICES**

Document date: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			
Parent/Guardian's Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		
Parent/Guardian's Name:		Home Phone:		
Address:				
Native Language:		Daytime Phone:		

Student's Name (as it appears on Medicaid card) \_\_\_\_\_  
 Birth Date \_\_\_\_\_ Medicaid ID # \_\_\_\_\_. 34 CFR. 300.154D (d) (2) (D) (iv) (A) requires the District to obtain parental consent, each time that access to public benefits or insurance is sought as such access requires the sharing of identifiable information from the student's education record pursuant to the Family Educational Rights and Privacy Act (FERPA).

I authorize: \_\_\_\_\_  
School District Name

To share necessary identifying information from my child's education record to access federal Medicaid reimbursement for the health related services identified on \_\_\_\_\_ IEP dated \_\_\_\_\_.  
Student's name

I understand that if any additional Medicaid reimbursable services are added to this IEP after this date, additional written consent will be required in order for the district to claim federal reimbursement for any new service(s).

I understand that this consent is not transferable to a different school district. (Check either box)

I give my continuing permission for my child's health-related services to be submitted to Medicaid for federal reimbursement each time services are provided. I understand that this consent is good for 365 days, to align with the date on my child's IEP. I understand that I can revoke this permission at any time.

I do not give permission for information from my child's education record to be submitted for my child's Medicaid account to be accessed by the school district for federal Medicaid reimbursement. I understand that my refusal to allow the district to submit such identifying information precludes the school district from access to my child's Medicaid benefit. I understand my denial of permission for such disclosure will not impact my child's access to a Free and Appropriate Public Education and/or required health-related services.

Parent/Personal Representative/Adult Student's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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



STATE DEPARTMENT OF EDUCATION  
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Document date:

**Determination of Need for  
Surrogate Parent**

Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

Person Making this Request: \_\_\_\_\_ Title: \_\_\_\_\_  
Building: \_\_\_\_\_

This form is to be used by the District when determining the need for a surrogate parent for a student who is now receiving special education or who is suspected of needing special education.

Student's Caretaker or Custodian Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Caretaker or custodian's relationship to the student:  
 Parent    Relative    Foster Parent    Group Home Staff    Other: \_\_\_\_\_

Is the student a ward of the state? .....  Yes    No

Are the student's parents unknown or unavailable? .....  Yes    No

Documented efforts to locate parent or guardian include:  
 Phone calls    Letters    Certified letters    Visit to parents' last known address

Are the student's parents the legal guardians?.....  Yes    No

Will the student's parents relinquish educational rights or responsibilities to the surrogate parent? .....  Yes    No

Is there a court-appointed guardian or legal custodian?.....  Yes    No  
 If so, supply the name, address, and daytime phone number of the person assigned by state agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide documentation of consultation with any custodial agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the student is suspected of needing special education, but has not been evaluated to determine eligibility, a request for a referral must be made. Has a referral been made? .....  Yes    No

If so, name the referral agent. \_\_\_\_\_  
 Title: \_\_\_\_\_ Building: \_\_\_\_\_

Forward a copy of this completed form to the special education administrator immediately upon completion.

**For District Use Only**

Base on the above information:  
 A surrogate parent for the student must be appointed.  
 A surrogate parent for the student is not required.

Date determination made: \_\_\_\_\_. (Must be no more than 20 days from date request for determination was requested.)

Determination made by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE DEPARTMENT OF EDUCATION  
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STATE DEPARTMENT OF EDUCATION  
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Document date: **Written Notice for Discontinuation of Services** Page of

Student's Name:	District ID:	State ID:	Grade:	Sex:
Native Lang:	Ethnicity:	Birth Date:	Age:	
District:	School:			

The purpose of this notice is to inform you of the following:

**A. Actions proposed:**

- The school district proposes to initiate/change identification.
- The school district proposes to initiate/change educational placement.
- Other:

**B. Actions refused:**

- The school district refuses to initiate/change identification.
- The school district refuses to initiate/change educational placement.
- Other:

**C. Explanation of why actions were proposed or refused:**

- The student has met IEP or district graduation requirements.
- The student has completed the semester in which he or she turned 21 years old and is no longer entitled to special education services.
- The student has met IEP goals and can make satisfactory progress in general education
- The student no longer meets requirements for eligibility for special education.
- Other:

**D. The following options were considered and rejected because:**

**E. The following evaluation procedures, tests, records, and reports were used as a basis for the decision:**

**F. The following information and other factors are relevant to the decision:**

You have protection under the procedural safeguards of the Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004). If you need an explanation or a copy of the *Procedural Safeguards Notice*, please contact

\_\_\_\_\_ at \_\_\_\_\_.

Case Manager

Building or Phone Number

After contacting the school district, if further assistance is needed, you may contact any of the agencies below:

Idaho State Department of Education  
208/332-6910  
800/432-4601  
TT: 800/377-3529

Idaho Parents Unlimited, Inc.  
800/242-4785  
V/TT: 208/342-5884

Comprehensive Advocacy, Inc.  
V/TT: 208/336-5353  
V/TT: 866/262-3462

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>PRESIDENTS' COUNCIL REPORT</b>	Informational Item
2	<b>IDAHO STATE UNIVERSITY ANNUAL REPORT</b>	Informational Item
3	<b>PERFORMANCE MEASURES/BENCHMARKS</b>	Motion to Approve
4	<b>1<sup>ST</sup> READING, BOARD POLICY I.E.4. SPOUSE REIMBURSEMENT</b>	Motion to Approve
5	<b>PROPOSED RULE – IDVR APPEALS PROCESS</b>	Motion to Approve
6	<b>TEMPORARY/PROPOSED RULE – PROPRIETARY/POSTSECONDARY SCHOOL REGISTRATION</b>	Motion to Approve
7	<b>PROPOSED RULE – RURAL PHYSICIANS INCENTIVE FUND</b>	Motion to Approve
8	<b>TRENDS IN HIGHER EDUCATION</b>	Informational Item

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**AUGUST 20, 2009**

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**SUBJECT**

Presidents' Council Report

**BACKGROUND/ DISCUSSION**

Dr. Dene Thomas, President of Lewis-Clark State College and current Chair of the Presidents' Council will give the bi-monthly report for the Presidents' Council.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**AUGUST 20, 2009**

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**SUBJECT**

Idaho State University Progress Report

**BACKGROUND/DISCUSSION**

Annually, the public institutions of higher education in the State of Idaho are requested to provide a progress report to the members of the State Board of Education. It has been one year since Idaho State University has supplied an overview of its status and accomplishments. President Art Vailas will be in attendance and will present a summary of the accomplishments and future goals of the university.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**AUGUST 20, 2009**

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**SUBJECT**

Agency, Institution, Special/Health Programs Proposed Performance Report Measures and Benchmarks

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section 67-1901 through 1905, Idaho Code

**BACKGROUND/DISCUSSION**

Sections 67-1901 through 1905, Idaho Code, prescribe how State agencies are to “generate state agency planning and performance information that can be used to:”

1. Improve state agency accountability to state citizens and lawmakers
2. Increase the ability of the legislature to assess and oversee agency performance
3. Assist lawmakers with policy and budget decisions
4. Increase the ability of state agencies to improve agency management, service delivery and assess program effectiveness

State agencies, including institutions and special/health programs are required to generate and annually update Strategic Plans and to annually submit a Performance Report to the Division of Financial Management (DFM). The Performance Report has two parts.

Part one includes basic profile information:

1. Agency statutory authority
2. Fiscal year revenues/expenditures
3. Cases managed and/or key services provided to meet agency goals

Part two includes:

1. Not more than 10 key quantifiable performance measures which clearly capture the agency’s progress in meeting goals in their Strategic Plans
2. Results from each measure for the four prior fiscal years
3. Benchmarks or performance targets for each measure
4. Explanations where needed
5. Attestation from the agency director

Performance Reports are to be approved by the Board and submitted to DFM by September 1<sup>st</sup>. Idaho law also provides that the agency is to present the information from its Performance Report orally to Senate and House germane committees.

Additionally, the Board uses this information to measure the institutions’ and agencies’ performance in regards to their progress in implementing their strategic plans.



**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**IMPACT**

To better meet annual performance reporting requirements, Board staff has worked with the agencies/institutions and compiled a suggested list of *cases managed/key services provided and performance measures with proposed benchmarks* for each Board governed agency, institution and special/health program. The end result should be more useful agency, institution, and special/health program performance reports for both the Board and the Legislature.

**ATTACHMENTS**

Attachment 1 – List of Institutions, Agencies, Special/Health Programs under the Board	Page 3
Attachment 2 – Proposed Cases Served/Performance Measures	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Board members are requested to review the proposed *cases served and performance measures and benchmarks*, and, if desired, provide OSBE Staff guidance on additions or deletions to the list. Performance measure reports for each institution, agency, and special/health program will be submitted to DFM on September 1<sup>st</sup> and presented to the Board at the October Board meeting. Performance measure for this purpose should be specific to the institutions' and agencies' strategic plans. Additionally Board staff will be working with institutional staff to bring the strategic planning and performance measure process more in line with their accreditation reporting process.

**BOARD ACTION**

A motion to approve the performance measures and cases served as submitted. Institution and agency staff are directed to submit the required data to Board staff by the date specified by Board staff for the annual submission of the Performance Measure report to the Division of Financial Management.

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

**Institutions/Agencies under the purview of  
the Idaho State Board of Education**

**Boise State University (BSU)**

- BSU is a public university making the transition to a metropolitan research university.
- Total Expenditures FY08: \$129,442,745
- Key Contact: Dr. Bob Kustra, President
  
- *Small Business Development Centers (SBDC)*
  - Provides business consulting and training to Idaho's small businesses and entrepreneurs.
  - Total Expenditures FY08: \$302,700
  - Key Contact: Jim Hogge, Director
  
- *Tech Help*
  - Is a partnership of Idaho's three universities with a primary mission to provide technical assistance, training, and information to strengthen the competitiveness of Idaho manufacturers, processors, and inventors.
  - Total Expenditures FY08: \$176,200
  - Key Contact: Michael Wojcicki, Executive Director
  
- *Idaho Council on Economic Education*
  - Provides materials, workshops, and training in economic and financial literacy education to k-12 teachers and students.
  - Total Expenditures FY08: \$57,500
  - Key Contact: Leon Maynard, President

**Idaho State University (ISU)**

- ISU is a publicly supported, research-intensive, doctoral institution of higher education.
- Total Expenditures FY08: \$105,588,000
- Key Contact: Dr. Art Vailas, President
  
- *ISU Family Medicine Residency*
  - Conducts graduate medical training for physicians pursuing a residency in Family Medicine.
  - Total Expenditures FY08: \$1,567,700
  - Key Contact: Dr. Jonathan Cree, Director
  
- *Idaho Dental Education Program (IDEP)*
  - Assists Idaho residents in obtaining a dental education, in cooperation with the Creighton University School of Dentistry in Omaha, Nebraska.
  - Total Expenditures FY08: \$1,224,300
  - Key Contact: Dr. Jeff Ybarguen, Program Director

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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➤ *Museum of Natural History*

- Charged with preserving and interpreting cultural and natural history for the citizens of Idaho.
- Total Expenditures FY08: \$576,726
- Key Contact:

**Lewis Clark State College (LCS)**

- LCSC is a public 4-year higher education institution.
- Total Expenditures FY08: \$42,838,604
- Key Contact: Dr. Dene Thomas, President

**University of Idaho (UI)**

- UI is a high research activity, land-grant institution committed to undergraduate and graduate research education.
- Total Expenditures FY08: \$139,654,095
- Key Contact: M. Duane Nellis, President

➤ *WOI Veterinary Medicine*

- Idaho and Washington cooperative program to provide training for the Doctor of Veterinary Medicine.
- Total Expenditures FY08: \$1,743,700
- Key Contact: Marie S. Bulgin, DVM/Teaching Program Coordinator

➤ *WWAMI Medical Education*

- Cooperative program between University of Washington Medical School and UI to provide Idaho students opportunity to train for a Medical Degree.
- Total Expenditures FY08: \$3,504,867
- Key Contact: Dr. Andrew Turner

➤ *Agricultural Research and Extension*

- Conducts educational outreach programs to improve the quality of life of Idaho citizens through educating, by helping them apply the latest scientific technology to their communities, businesses, lives, and families.
- Total Expenditures FY08: \$31,135,957
- Key Contact: Cheryl Sodorff, Director

➤ *Forest Utilization Research*

- Researches forestry, forest nursery, and related areas.
- Total Expenditures FY08: \$626,600
- Key Contact: William McLaughlin

➤ *Idaho Geological Survey*

- Lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho.
- Total Expenditures FY08: \$874,800
- Key Contact: Roy Breckenridge, Director

**College of Southern Idaho (CSI)**

- CSI is a comprehensive community college with a mission to provide educational, social, and cultural opportunities to the diverse population of South Central Idaho.
- Total Expenditures FY08: \$28,183,200
- Key Contact: Dr. Jerry Beck, President

**North Idaho College (NIC)**

- NIC is a comprehensive community college that provides a wide array of academic, professional technical, and workforce training programs.
- Total Expenditures FY08: \$30,602,800
- Key Contact: Dr. Pricilla Bell, President

**College of Western Idaho (CWI)**

- CWI is a newly established comprehensive community college that provides education and training programs to the population of Southern Idaho.
- Total Expenditures FY08: \$2,771,188
- Key Contact: Dennis Griffin, President

**Eastern Idaho Technical College (EITC)**

- EITC provides high quality educational programs that focus on the needs of the community.
- Total Expenditures FY08: \$11,818,741
- Key Contact: Burton L. Waite

**Office of the State Board of Education (OSBE)**

- OSBE provides staff support to the Board of Education to facilitate Board governance and oversight of all Board governed agencies, institutions, health and special programs.
  - Total Expenditures FY08: \$17,502,600
  - Key Contact: Dr. Mike Rush, Executive Director
- *University of Utah (medical education)*
- Provides Idaho students with opportunity to receive four years of medical training through the University of Utah School of Medicine.
  - Total Expenditures FY08: \$1,136,800
  - Key Contact: Dr. DeVon Hale
- *University of Washington – Boise Family Medicine Residency*
- Provides graduate medical education in Family Medicine and is affiliated with the University of Washington WWAMI Residency Network.
  - Total Expenditures FY08: \$846,100
  - Key Contact: Dr. Ted Epperly

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**Division of Professional Technical Education (IDPTE)**

- IDPTE is the state's primary educational delivery system for preparing Idaho's workforce. Programs are integrated into a larger educational structure through public school districts, colleges, and universities.
- Total Expenditures FY08: \$60,215,700
- Key Contact: Ann Stevens, Administrator

**Idaho Public Television (IPTV)**

- IPTV establishes a statewide television delivery system to provide quality educational, informational, and cultural television and related sources.
- Total Expenditures FY08: \$3,467,900
- Key Contact: Peter Morrill, General Manager

**Idaho Division of Vocational Rehabilitation (IDVR)**

- IDVR provides management of state/federal vocational rehabilitation programs, the state Renal Disease Program and extended employment services, while also serving as a flow-through agency for funding the state Epilepsy Program.
- Total Expenditures FY08: \$22,464,000
- Key Contact: Dr. Michael Graham, Administrator

**State Department of Education (SDE) - Exempt**

*\* Idaho Public Schools*

- The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful postsecondary education, employment, and life.
- Total Expenditures FY08: \$1,600,703,900
- Key Contact: Luci Willits, Chief of Staff

**Proposed Cases Served & Performance Measures for  
Agencies, Institutions, Health, & Special Programs**

**Boise State University (BSU)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate/Graduate)
  - Annual Enrollment FTE (Professional Technical/Undergraduate/Graduate)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate/Graduate)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount

Performance Measure	Benchmark
Scholarship & Grants Per Student FTE	\$2,500
Full-time Freshman (degree-seeking) Retention Rate	70%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	28%
Core Expenses per FTE Enrollment by Function <ul style="list-style-type: none"> <li>- Instruction</li> <li>- Research</li> <li>- Public Service</li> <li>- Academic</li> <li>- Institutional Support</li> <li>- Student Services</li> <li>- Other Core Expenses</li> </ul>	
Average GPA of Incoming Freshmen	3.4
Total Extramural Funding (federal, state, and private; grants and contracts)	\$45,000,000
Student FTE to Full-Time Faculty FTE Ratio	27
Number of Students Participating in Service Learning Courses	2500
Number of Students Participating in Undergraduate Research Conference	350

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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**Idaho State University (ISU)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate/Graduate/Professional)
  - Annual Enrollment FTE (Professional Technical/Undergraduate/Graduate/Professional)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate/Graduate/Professional)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount

Performance Measure	Benchmark
Scholarship Dollars Per Student FTE - Academic - Professional Technical	\$2,380 \$1,800
Full-time Freshman (degree-seeking) Retention Rate	60%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	33%
Core Expenses per FTE Enrollment by Function - Instruction - Research - Public Service - Academic - Institutional Support - Student Services - Other Core Expenses	
Credit Hours Taught	255,000
Pass Rates for Required Licensing & Certification Exams	Meets or Exceeds National Rates
External Funding (Grants & Contracts) Awarded Annually to ISU	Increase by 10% per year
Average GPA of Incoming Full-Time, First-Year, Degree-Seeking Freshmen	≥3.4
Student FTE to Faculty FTE Ratio	< 20

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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**Lewis-Clark State College (LCSC)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate)
  - Annual Enrollment FTE (Professional Technical/Undergraduate)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount

Performance Measure	Benchmark
Scholarship Dollars Per Student FTE	
- Academic	\$1,746
- Professional Technical	\$1,180
Full-time Freshman (degree-seeking) Retention Rate	57%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	28%
Core Expenses per FTE Enrollment by Function	
- Instruction	
- Research	
- Public Service	
- Academic	
- Institutional Support	
- Student Services	
- Other Core Expenses	
Enrollment Headcount (Fall 10 <sup>th</sup> Day, Credit Courses Only, IPEDS)	4,215
Enrollment Full Time Equivalent (Fall 10 <sup>th</sup> Day, Credit Courses Only)	2,980
Annual Student Credit Hour Production (Academic Only)	74,577
Professional-Technical Credit Hours (PTE Annual Program Enrollment Summary)	15,163
Concurrent and Tech-Prep enrollment (Fall 10 <sup>th</sup> -day headcount)	710
First-time licensing/certification Exam Pass Rates	NCLEX-RN: 95% NCLEX-PN: 100% ARRT: 100% PRAXIS II: 92%



**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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**University of Idaho (UI)**

▪ *Cases Served*

- Annual (unduplicated) Enrollment Headcount (Undergraduate/Graduate/Professional)
- Annual Enrollment FTE (Undergraduate/Graduate/Professional)
- Credit Hours Taught per Faculty FTE
- Degrees/Certificates Awarded (Undergraduate/Graduate/ Professional)
- Dual Credit
  - ◆ Total Annual Credit Hours
  - ◆ Total Annual Student Headcount

(additional Cases Served)

- Number of Communities and Organizations With Which UI Faculty and Students Have Been Engaged
- Percent of Graduate Assistantships Above the 25<sup>th</sup> Percentile by Discipline (Oklahoma State Survey)
- Percent of Full-Time UI Faculty Who Report Percent Time Under Extension/Outreach Activities (Position Descriptions)
- Percent Disadvantaged Minority (Full-time Faculty/Full-time Staff/Full-time Students)

Performance Measure	Benchmark
Scholarship Dollars Per Student FTE	\$1,600
Full-time Freshman (degree-seeking) Retention Rate	80%
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	60%
Core Expenses per FTE Enrollment by Function <ul style="list-style-type: none"> <li>- Instruction</li> <li>- Research</li> <li>- Public Service</li> <li>- Academic</li> <li>- Institutional Support</li> <li>- Student Services</li> <li>- Other Core Expenses</li> </ul>	Peer Averages: \$7,900 \$6,600 \$2,800 \$2,000 \$1,800 \$1,000 \$6,400
Full-time Undergraduates Participating in Service-Learning Projects <ul style="list-style-type: none"> <li>- Number</li> <li>- Percent</li> </ul>	800 10%
Grant Applications Supporting/Requiring Interdisciplinary Activities <ul style="list-style-type: none"> <li>- Number</li> <li>- Percent</li> <li>- Total Dollars Awarded</li> </ul>	To be determined by examining FY09 Data

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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Academic Programs Reviewed in Detail as Part of the Program Prioritization Process - Number - Percent	45 20%
Faculty & Staff who Have Attended University Climate and Culture or Diversity Workshops - Number - Percent	100 4%
Number of "Requests for Innovations" Approved for Implementation	2
Total Dollars in Gifts & Pledges Received (data from IPEDS)	\$22 million

**North Idaho College (NIC)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate)
  - Annual Enrollment FTE (Professional Technical/Undergraduate)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount
  - Workforce Training Headcount

<b>Performance Measure</b>	<b>Benchmark</b>
Instructional Dollars per Student FTE - Professional Technical - Transfer	Maintain existing level of support per student FTE.
Scholarship Dollars Per Student FTE	The NIC Foundation will make 700 awards exceeding \$500,000 by 2013.
Number of course offerings at the NIC Outreach Centers and other off-campus sites.	Expand course offerings at the NIC Outreach Centers and other off-site campus sites by 6% by 2013.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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**College of Southern Idaho (CSI)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate)
  - Annual Enrollment FTE (Professional Technical/Undergraduate)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount
  - Workforce Training Headcount

Performance Measure	Benchmark
Instructional Dollars per Student FTE - Academic - Professional Technical	Instructional costs per student FTE will compare favorably to that of our peer institutions.
Scholarship Dollars Per Student FTE	By 2012 award CSI Foundation scholarships to at least a third of all eligible CSI students.
Tuition and fees Full-Time Part-Time	Maintain tuition and fees at or below that of our peer institutions.
Employee Compensation Competitiveness	CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College Survey.
Total Yearly Dollar Amount Generated Through External Grants	Will submit a minimum of \$2,750,000 yearly in external grant requests with a 30% success rate.
Funds Raised Through the CSI Foundation	By 2012 achieve a minimum of 80% participation in the Foundation's internal campaign.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**College of Western Idaho (CWI)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate)
  - Annual Enrollment FTE (Professional Technical/Undergraduate)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount
  - Workforce Training Headcount
  
- *Performance Measures*
  - Instructional Dollars per Student FTE (Academic/Professional Technical)
  - Scholarship Dollars per Student FTE (Academic/Professional Technical)

Performance Measure	Benchmark
Plan for accreditation Achieve regional accreditation in minimal amount of time	Meet requirement for NWCCU
Hiring qualified faculty and staff Meeting qualifications for hiring	Aligned with standards of League for Innovation
Student Management system	Aligned with Baldrige criteria
Ensure affordable education Instructional Dollars per Student FTE Academic	Determine the best ways to help students finance their education
Ensure affordable education Scholarship Dollars per Student FTE	Determine the best ways to help students finance their education
Provide variety of delivery options Number of students using each venue	Research delivery options at CCs
Provide variety of delivery options - Increase number of sites - Number of online students	Research delivery options at CCs
Technology for classrooms	All classrooms technology enabled
Expand customized training	State performance measure (7% of the workforce trained)

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**Eastern Idaho Technical College (EITC)**

- *Cases Served*
  - Annual (unduplicated) Enrollment Headcount (Professional Technical/Undergraduate)
  - Annual Enrollment FTE (Professional Technical/Undergraduate)
  - Credit Hours Taught per Faculty FTE
  - Degrees/Certificates Awarded (Professional Technical/Undergraduate)
  - Dual Credit
    - ◆ Total Annual Credit Hours
    - ◆ Total Annual Student Headcount
  - Workforce Training (non-credit/specialized training contact hours)

Performance Measure	Benchmark
Instructional Dollars per Student FTE (Professional-Technical) IPEDS	\$5,008
Scholarship Dollars per Student FTE (Professional-Technical)	\$1,155
Non-credit contact hours – WFT	156,000
Student Retention rate (First year, full time degree seeking students, from fall to fall) IPEDS	49%
Graduate Rate (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	36%
Percent of AAS and Certificate completers positively placed in employment – PTE	90%

**Idaho Division of Professional-Technical Education (IDPTE)**

- *Cases Served*
  - Number of Students Enrolled in High School PTE Programs (headcount)
  - Number of Students Enrolled in Postsecondary PTE Programs (headcount)
  - Number of Adults Enrolled in Upgrade and Customized Training (headcount)
  - Number of Adults Enrolled in Statewide Fire and Emergency Services Training Programs (headcount)
  - Number of Minority Students Enrolled in PTE Programs
  - Number of Clients Served in the ABE Program (headcount)
  - Number of Adults Served in the Displaced Homemaker Program (Center for New Directions)
  - Technical College Expenditures per Credit Hour
  - Technical College Expenditures per Program Completer

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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<b>Performance Measure</b>	<b>Benchmark</b>
Number of Secondary Tech Prep Students	Increase 1% each year
Number of secondary students who transition to Technical College education or training.	Above 90%
Number of Technical College PTE enrollments.	Increase 2% each year
Number of Technical College PTE completers who achieve a positive placement or transition.	Above 90%
Number of PTE concentrators who take a technical skill assessment (TSA).	Increase 10% each year
Number of ABE clients who meet their stated goal which may include a GED.	Increase 2% each year

**Idaho Public Television (IPTV)**

- *Cases Served*
  - Channel Hours for Children (under the age of 12)
  - Channel Hours for Ethnic Minorities
  - Channel Hours for Learners
  - Number of Visitors to idahoptv.org
  - Public Affairs Channel Hours
  - Idaho Specific Channel Hours

<b>Performance Measure</b>	<b>Benchmark</b>
Number of awards for IdahoPTV media and services.	35
Number of DTV channel hours of transmission.	137,240
Number of transmitters broadcasting a DTV signal.	5 of 5
Number of DTV-ready translators (DTT).	39 of 39
Number of licensed DTV fill-in translators (DTS).	1 of 7
Percentage of Idaho's population within our DTV signal coverage area.	73.1%
Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.	2,271
Total number of hours of educational programming.	8,300
Total FTE in content delivery and distribution.	<30.45
Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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**State Department of Education (SDE)**

- *Cases Served*
  - Number of School Districts Supported
  - Number of Public School District Students K-12
  - Number of K-12 Students Home Schooled
  - Number of K-12 Charter Schools
  - FTE Student Teacher Ratio
  
- *Performance Measures*
  - Agency personnel (key personnel) total compensation as a percent of peer organizations
  - Number/Percentage of Students Completing High School
  - Percentage of 8<sup>th</sup> Graders Scoring Proficient or Better on NAEP
  - Number of Highly Qualified Teachers Teaching in Their Area of Specialty as a Percentage of The Total Teaching Population
  - Percentage of K-12 Students Meeting or Exceeding ISAT
  - Number of 3<sup>rd</sup> Graders Reading at or Above Grade Level
  - Number of Schools Receiving Technical Assistance

**Idaho Division of Vocational Rehabilitation (IDVR)**

- *Cases Served*
  - Number of Individuals Served by Vocational Rehabilitation
  - The Number of Individuals Who Went to Work After Receiving VR Services
  - The Number of Individuals With Chronic Renal Failure Supported

<b>Performance Measure</b>	<b>Benchmark</b>
Number of Individuals Exiting the VR Program Who Achieved an Employment Outcome	2120
Percentage of Individuals Who Exit the VR Program After Receiving Services Who Are Determined to Have Achieved an Employment Outcome (Federal Benchmark: 55.8%)	55.8%
Average Hourly Earnings of Individuals Exiting the VR Program Who Achieved an Employment Outcome During the Current Year	\$9.90
Number of Individuals Involved With the Correctional System Exiting the VR Program Who Achieved an Employment Outcome	432
Increase the Percentage of Community Supported Employment through the Extended Employment Services Program	.53 ratio

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**Boise State University (Special Programs)**

**\* Small Business Development Centers (SBDC)**

- *Cases Served*
  - Number of Small Businesses Receiving Consulting
  - Average Hours of Consulting Per Client
  - Number of Small Business Trained
  - Number of Consulting Hours (annual)

<b>Performance Measure</b>	<b>Benchmark</b>
Average Sales Growth of SBDC Clients as a Percent of Sales Growth of All Idaho Small Business Sales Growth	300%
Capital raised by clients	\$25,000,000
Total SBDC Client Employment Growth/Jobs Saved	750
ROI (Return on Investment) - Additional Taxes Paid/Total Cost of the Idaho SBDC Program	3.0
Sales Increase of SBDC Clients over An Average Idaho Business	\$25,000,000
New Business Started*	72
Customer Satisfaction Rate (1-5)	3.75

**\* Tech Help**

- *Cases Served*
  - Average State Cost per Client Served
  - Manufacturers Served

<b>Performance Measure</b>	<b>Benchmark</b>
Number of Jobs Created or Retained	Exceed prior year by 5%
Customer Satisfaction Score (scale of 1-5)	Exceed 4.0
New and Retained Client Sales	Exceed prior year by 5%
Client Cost Savings	Exceed prior year by 5%
Client Investments in Improvement	Exceed prior year by 5%
Federal Minimum Acceptable Impact Measures Performance Score	Exceed 85 of 100



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Federal \$ per Surveyable Project: Ratio of National Median**	Below national median
Bottom-line Client Impact: Ratio of National Median***	Above national median
Net Revenue from Client Projects	Exceed prior year by 5%
Grant Dollars for Operations & Projects	Exceed prior year by 5%

**\* Idaho Council on Economic Education (ICEE)**

- *Cases Served*
  - Number of Teachers Receiving Training in Economic/Financial Education
  - Number of Students Participating in Economic/Financial Programs by Council and Centers

<b>Performance Measure</b>	<b>Benchmark</b>
Number of Community Volunteers Participating in Providing Economic and Financial Education Programs to Idaho Students and Teachers	350

**Idaho State University (Health & Special Programs)**

**\* ISU Family Medicine Residency**

- *Cases Served*
  - Number of Residents in Training
  - Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs
  - Number of Health Profession Students (non-physician) Receiving Clinical Training at FMR Facilities

<b>Performance Measure</b>	<b>Benchmark</b>
<b>1 - Access:</b>	
a - Number of Hospitalists	5 Hospitalists
b - Application and Site Visit Approval for RTT	Initial Accreditation Granted by RRC
c - Number of Residents Accepted	7 Residents
<b>2 - Quality:</b>	
a - Number of pediatric rotations in Spokane taken by ISU residents	Number of pediatric rotations in Spokane will increase

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b - Number of new clinical quality research projects	Number of research projects will increase
<b>3 - Efficiency:</b>	
a - Identify residency structural change with a potential for improving funding streams	Structural Change Initiated
b - Level of Support from Portneuf Medical Center (PMC) for ISU Family Medicine	No Reduction in Financial and/or Programmatic Support

**\* Idaho Dental Education Program (IDEP)**

- *Cases Served*
  - Number of Program Applicants
  - Number of Program Applicants Accepted
  - Number of Graduates (Since Program Inception)

<b>Performance Measure</b>	<b>Benchmark</b>
Average student scores on Dental National Boards Part I written examination	>70%
Average student scores on Dental National Boards Part II written examination	>70%
1 <sup>st</sup> time pass rate on Clinical Board Examination necessary to obtain dental license	90%
Number of students in the program*	10
Average Cost per student**	<50% National Average
Percentage of IDEP Graduates Returning to Idaho to practice	>50%

**\* Museum of Natural History**

- *Cases Served*
  - Number of General Public Visitors
  - Educational Programs for Public Audiences
  - Number of K-12 Students on Class Tours
  - Exhibitions Mounted
  - Loans from Collections
  - Public Served Through Programs

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<b>Performance Measure</b>	<b>Benchmark</b>
Number of People Served by the General Public Museum Programs	Increase by 5%
Grant revenue received	Increase by 5%
Number of Exhibitions Developed/Presented at Outreach Locations	Add one each year for the next two years
Museum Store Revenue Received	Increase by 5%
Number of Educational Programs	90

**University of Idaho (Health & Special Programs)**

**\* WOI Veterinary Medicine**

- *Cases Served*
  - Number of Idaho Residents Enrolled Each Year
  - Number of One-Month Student Rotations (or equivalent) at the Caine Veterinary Teaching Center (CVTC) Per Year
  - Number of Accepted Clinical Hospital Referral Cases
  - Number of Accepted Veterinary Diagnostic Samples

<b>Performance Measure</b>	<b>Benchmark</b>
Senior Veterinary Students Selecting Elective Rotations at the Caine Center	40
Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho	7 Students 65%
Number of Disease Investigations Conducted by WOI Faculty Members	150
Number/Dollar Amount of Grants/Contracts by WOI Faculty Members	7/\$300,000

**\* WWAMI Medical Education**

- *Cases Served*
  - Number of Idaho Students Applying for UW Medical School (Average GPA/Average MCAT Score)
  - Number of Idaho Students Admitted to UW Medical School (Percentage Supported by WWAMI Funding)
  - Number/Percentage of Graduates Practicing in Idaho (cumulative)

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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<b>Performance Measure</b>	<b>Benchmark</b>
Number of Idaho Applicants Per Year - Ratio of State Applicants Per Seat	3.4 : 1
Pass Rate on the U.S. Medical Licensing Examination	90% (2005 U.S. Pass rate)
Number of WWAMI Rural Summer Medical Student Placements Per Year	10
Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho (Idaho WWAMI graduates practicing in state/number of Idaho WWAMI graduates)	50%
Overall Idaho return on investment (ROI) for WWAMI graduates (five states) who practice medicine in Idaho (all WWAMI graduates practicing in Idaho/number of Idaho WWAMI graduates)	60%
Percent of Idaho WWAMI graduates choosing primary care specialties for residency training	50%

**\* Agricultural Research and Extension**

- *Cases Served*
  - Number of Youth Participating in 4H
  - Number of Individuals/Families Benefiting from Outreach Programs
  - Number of Technical Publications (research results) Generated/Revised

<b>Performance Measure</b>	<b>Benchmark</b>
Number and Dollar Value of External Agricultural Research Grants	\$15 million
Number/Type of New Commercial Crop Varieties Developed	4/year
Number of Research Programs Undertaken/Completed	

**\* Forest Utilization Research**

- *Cases Served*
  - Number of Private Landowners Assisted
  - Number of Seedling Industry Research Projects
  - Number of Research/Teaching/Service Projects

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<b>Performance Measure</b>	<b>Benchmark</b>
Number of New Research Projects Per Year:	
Experimental Forest	4
Pitkin Forest Nursery	5
Number of Research Studies Completed/Published Per Year	5
Number of publications:	
Experimental Forest	3
Policy Analysis Group	10
Pitkin Forest Nursery	10
Number of workshops conducted:	
Experimental Forest	12
Policy Analysis Group	18
Pitkin Forest Nursery	20

**\* Idaho Geological Survey**

- *Cases Served*
  - Square Miles of Geological Mapping
  - Number of Educational Programs for Public Audiences
  - Number of Geological Reports and Presentations
  - Number of Miners/Industry Supervisors Trained/Certified in Safety
  - Number of Website Viewers
  - Number of Grants & Contracts

<b>Performance Measure</b>	<b>Benchmark</b>
Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources	38
Cumulative Percent of Idaho's area covered by Modern Geologic Mapping	32%
Externally Funded Grant & Contract Dollars	\$350,000
Number of Web-site Products Delivered	143,000

**Office of the State Board of Education (Health & Special Programs)**

**\* University of Utah**

- *Cases Served*
  - Number of Students Enrolled
  - Number of Idaho Students Applying for University of Utah Medical School
  - Number of Idaho Applicants Interviewed from Pool
  - Number of Idaho Medical Students Accepted for Admission to Fill Positions Available at UofU

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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<b>Performance Measure</b>	<b>Benchmark</b>
Number of Students Participating in the Summer Shadowing Program*	Maintain number of sponsorships
Number of students who completed rotations during 3 <sup>rd</sup> and 4 <sup>th</sup> year of school with Idaho physicians and communities*	Meet or exceed previous year.
Pass Rate on U.S. Medical Licensing Examination for Idaho Students Enrolled in Program	100%
Number of Idaho student graduates from medical school*	Meet or exceed previous year.
Total Number of Residents Trained at University of Utah practicing in Idaho**	Meet or exceed previous year.
Total number of UofU SOM Alumni in Idaho**	Meet or exceed previous year.

**\* University of Washington Family Medicine Residency (Boise)**

- *Cases Served*
  - Number of Residents in Training
  - Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs
  - Number of Health Profession Students (non-physician) Receiving Clinical Training at FMR Facilities

<b>Performance Measure</b>	<b>Benchmark</b>
Percentage of Physician Residents Graduating	95%
Percentage of Graduates Successfully Completing Board Examination	95%
Percentage of Resident Training Graduates Practicing in Idaho	50%
Number of Residents Matched Annually	100%
Percentage of Qualified Idaho Residents Offered an Interview for Residency Training	100%
Retention of Full Continued Accreditation Status with a Five-Year Revisit Cycle	Full/4 Years

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**SUBJECT**

First Reading – Board Policy Section I.E.4.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.A.5.b., and I.M.

**BACKGROUND/DISCUSSION**

The Board recognizes the valuable service that the spouse of an institution president provides on behalf of the institution. As such, Board staff have developed the following policy in relation to reimbursement of travel expenses for bona fide business purposes. The reimbursement of expenses other than those defined as required for bona fide business purposes would pose additional tax consequences.

**IMPACT**

Approval of the proposed policy would allow institutions to reimburse the spouse of an Institution president for travel expenses related to bona fide business purposes.

**ATTACHMENTS**

Attachment 1 – Policies & Procedures, Section I.E.4.

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of Board policy, section I.E.4.

**BOARD ACTION**

A motion to approve the first reading of the Idaho State Board of Education Governing Policies & Procedures, Section I.E.4. as submitted.

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



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**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**SUBSECTION: E. Annual Planning and Reporting**

June 2009 October 2009

[Add new section 4, below]

**4. Institutional Presidents: Spouse Official Travel Expenses**

The Board acknowledges that the spouse of an institutional president provides valuable service activities on behalf of the institution, the Board, and to the Idaho higher education system. The Board further recognizes that the spouse will be expected to attend certain functions related to the ongoing mission and purposes of the institution. Accordingly, a spouse shall be eligible for reimbursement of authorized domestic official travel expenses (not international), in accordance with the State of Idaho's travel expense policies, that have a bona fide business purpose. To be a bona fide business purpose the presence of the spouse at the function must be significant and essential (not just beneficial) to the institution president being able to carry out his/her business purpose for the institution. If a spouse has no significant role at the function, or performs only incidental duties of a social or clerical nature, then attendance does not constitute a bona fide business purpose. The travel expenses of a spouse that do not constitute a bona fide business purpose for the institution may not be reimbursed under this policy. Spousal travel expenses may not be charged to state funds; various non-state funds controlled by the institution may be used to fund spousal travel. Official travel expenses will be reimbursed under this policy only when prior notice of such travel is provided to the executive director of the Board.

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

Proposed rule changes to IDAPA 47.01.01 – Clarification of language regarding appeals process

**REFERENCE**

June 2008	Board approved proposed rules incorporating IDVR's Filed Service Manual by reference to IDAPA 47.01.01.
November 2008	Board approved pending rules incorporating IDVR's Filed Service Manual by reference to IDAPA 47.01.01

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.F  
Idaho Code 33-2211(1)  
Idaho Code 67-5229

**BACKGROUND/ DISCUSSION**

In 2008 the Board approved changes to IDAPA 47.01.01 incorporating the Idaho Division of Vocational Rehabilitation (IDVR) Field Service Manual by reference. The Field Service Manual includes a detailed section on IDVR's appeal process. Once a document is incorporated by reference into a rule it is treated as if it were a rule and requires Board approval to change. The rule process outlined in the field service manual had been updated to bring it in compliance with Federal requirements, and the appeals process in the actual rule was stricken. During the 2009 legislative session the germane committees rejected the section of IDVR's rule eliminating the appeals procedures, indicating that they would like it to be in both places. Because the text in the rule was intended to be stricken it was not updated as the process in the Field Service Manual was and is now out of date. The proposed rule brings the text in the rule in alignment with the text in the Field Service Manual, eliminating any confusion that may be caused by the existing text in rule and bringing it in alignment with Federal guidelines.

**IMPACT**

Approval of the pending rule will allow for the rule to move forward in the rule making process. After the 21 day comment period the rule will be brought back to the Board with any changes for final approval as a pending rule.

**ATTACHMENTS**

Attachment 1 – IDAPA 47.01.01

page 3

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**STAFF COMMENTS AND RECOMMENDATIONS**

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Bulletin.

Staff recommends approval of the proposed rule change to IDAPA 47.01.01.

**BOARD ACTION**

A motion to approve the proposed rule change to IDAPA 47.01.01 Rules of the Idaho Division of Vocational Rehabilitation.

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

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**IDAPA 47**  
**TITLE 01**  
**CHAPTER 01**

**IDAPA 47 - DIVISION OF VOCATIONAL REHABILITATION**

**47.01.01 - RULES OF THE IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**100. CLIENT/PARTICIPANT APPEALS.**

In accordance with 34 CFR Part 361.57, the client/participant appeals process is governed by Section 100 of these rules and is outlined in the Division's agency Field Services Manual that is incorporated by reference into these rules in Subsection 004.01.b. (See <http://www.vr.idaho.gov/>). (2-17-09)

~~**01. Informal Dispute Resolution.** Within ten (10) calendar days of notification of the contested action, lack of action or decision, the client/participant may request that an Informal Dispute Resolution be held. The request shall be made in writing to the Regional Manager. The written request should state the reason for the review. (5-3-03)~~

~~**a.** The Regional Manager shall inform the client/participant in writing as to the time, place, and date of the Informal Dispute Resolution. The client/participant may choose to represent himself/herself or may have a representative(s) speak on his/her behalf. (5-3-03)~~

~~**b.** The Regional Manager will make a decision regarding the specifics of the Informal Dispute Resolution. This decision will be in written form and it will be sent to the client/participant, with a copy in the case file. (5-3-03)~~

~~**02. Mediation.** The request shall be made in writing to the Regional Manager. A written request should state the reason for the review. The Mediation must take place within the sixty (60) day requirement for an Impartial Due Process Hearing. (5-3-03)~~

~~**03. Impartial Due Process Hearing.** An Impartial Due Process Hearing can be held without an Informal Dispute Resolution or Mediation or if the client/participant is dissatisfied with the result of the Informal Dispute Resolution or Mediation. The Impartial Due Process Hearing will deal with the issues involved in the original Informal Dispute Resolution or Mediation, if one took place. The request for an Impartial Due Process Hearing will be made in writing to the Administrator of the Division within ten (10) calendar days of the Regional Manager's decision from the Informal Dispute Resolution or the Mediation Agreement from Mediation. The hearing by an impartial hearing officer must be held within sixty (60) days of a request by the client unless both parties agree to a specified delay. (5-3-03)~~

**01. Informal Appeals Process.** The Informal Administrative Review process is an option available to the individual as a proven means likely to result in a timely resolution of disagreements. An individual must request an Informal Administrative Review within ten (10) calendar days of the agency notice regarding the provision or denial of services that are in question. The request must be in writing to the Regional Manager. The request must describe the complaint. In holding an Informal Administrative Review, the Regional Manager will function as the Administrative Review Officer and will be responsible for:

**a.** Conducting the review within fifteen (15) calendar days following written receipt of a request for such a hearing.

**b.** Advising the individual of his/her right to have a representative present and encouraging the individual to use the services of CAP.

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c. Insuring that the review is conducted at a time mutually agreed to by the parties involved that ensures the entire appeals process can be completed within forty-five (45) calendar days, unless the parties agree to a specific extension of time.

d. When undue delay is caused by the individual in scheduling an Administrative Review, the individual will be informed that if the review is not conducted within thirty (30) calendar days following the individual's request for an Informal Administrative Review, the individual's request will be viewed by the IDVR as invalid.

e. When the individual makes a documented effort to utilize CAP or another selected advocate to resolve his/her dissatisfaction, the time allowed for conducting an Administrative Review will be extended accordingly.

f. Holding the review at a time and place convenient to the individual, generally at the local IDVR branch office.

g. Providing communication methods for those individuals who have a sensory impairment. An interpreter will be provided for those individuals who cannot communicate in English.

h. Assuring that the individual is provided transportation to and from the review site, if needed.

i. The Administrative Review Officer (Regional Manager) will attempt to resolve the matter to the satisfaction of the individual, developing a written agreement with the individual at the conclusion of the appeal process. A copy will be sent to the Administrator, Chief of Field Services, the involved counselor(s) and the counselor's supervisor. The results are binding for the agency unless the decision is not permitted by law. The individual may reject the findings of the review and request a formal appeal known as an Impartial Due Process Hearing.

**02. Formal Appeals Process.** The Formal Appeal Process is an option available to any individual who is dissatisfied with any determination made by personnel of IDVR that affects the provisions of vocational rehabilitation services. An individual may request, or if appropriate, may request through the individual's representative, a timely review of the determination. Such request must be made within sixty (60) days of the IDVR case management decision resulting in the initial disagreement. The Formal Appeal Process shall include an Impartial Due Process Hearing by an Impartial Hearing Officer (IHO).

An individual may request an Impartial Due Process Hearing immediately without having to go through other appeal steps. Even if an individual agrees to an informal hearings process, such individual is entitled to a Due Process Hearing within sixty (60) days of the IDVR case management decision that initiated the disagreement, unless both parties agree to an extension.

a. A formal hearing is a procedure whereby an individual who is dissatisfied with any determination concerning the provision or denial of IDVR services or the findings of the Administrative Review may seek a determination of agency action before an Impartial Hearing Officer.

b. The individual must request a hearing within ten (10) calendar days of the agency notice regarding the provision or denial of services based upon the conclusion of the Administrative Review or mediation. The individual may bypass the Informal Administrative Review or mediation process entirely and go directly to the Impartial Due Process Hearing (fair hearing). That process will then commence immediately.

c. A request for a hearing must be sent in writing to the Chief of Field Services and clearly state the individual's dissatisfaction.

d. The hearing shall be conducted within sixty (60) calendar days of receipt of the individual's request for review, unless informal resolution is achieved prior to the 60th day, or the parties agree to a specific extension of time.

e. A hearing shall be conducted by an Impartial Hearing Officer selected from the pool of qualified persons identified jointly by the Administrator of IDVR and the State Rehabilitation Council.

f. The Hearing Officer shall issue a written report of the findings and decision of the hearing within thirty (30) calendar days of the completion of the hearing.

g. The decision of the hearing officer shall be considered final by the agency.

h. Any party who disagrees with the findings and decisions of an impartial hearing officer shall have the right to bring a civil action with respect to the matter in dispute. The action may be brought in any state court of competent jurisdiction or in a district court of the United States of competent jurisdiction without regard to the amount in controversy.

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03. **Mediation.** Mediation is an alternate dispute resolution method available to applicants and eligible individuals who have initiated the Formal Appeals Process.

a. An individual must request Mediation within ten (10) calendar days of the agency notice regarding the results of the Administrative Review. Mediation is available to an individual when an Administrative Review has not resolved the dispute to the satisfaction of the individual.

b. A request for mediation must be made in writing to the Chief of Field Services and clearly state the reason for dissatisfaction with the results of the Administrative Review. The Chief of Field Services will represent IDVR or assign a member of the administrative or supervisory staff who has not participated in agency action that created the individual's dissatisfaction.

c. Participation in the mediation process is voluntary on the part of the individual and on the part of IDVR. Either party may reject mediation as an alternate dispute resolution method. Either party, once accepting mediation as an alternate dispute resolution method, may terminate the mediation process.

d. Mediation is not used to deny or delay the individual's right to pursue an impartial hearing. Should the individual and/or designated representatives select mediation in lieu of a formal hearing; the option for the formal hearing will be extended to allow the results of the mediation to be established. After the final results of the mediation are determined, the individual retains the right to request a formal hearing.

e. Mediation is conducted by qualified and impartial mediators, who are selected randomly from a list of mediators maintained by the IDVR.

f. Mediation discussions are confidential and may not be used as evidence in a subsequent due process hearing.

g. The mediator will develop a written Mediation Agreement, if agreement between the parties is reached, signed by the individual, the mediator and IDVR.

h. Cost of mediation is paid by IDVR, although no costs are provided for representation for the individual.

**101. -- 199. (RESERVED).**



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**SUBJECT**

Temporary/Proposed Rule, IDAPA 08.01.11

**REFERENCE**

June, 2008

Board approved legislation altering the statute affecting registration of postsecondary and proprietary schools offering courses or courses of study in Idaho.

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections , 33-2402, and 33-2403, Idaho Code.  
Idaho Administrative Code, IDAPA 08.01.11.

**BACKGROUND/DISCUSSION**

During the 2009 legislative session changes proposed by the Board to title 33, chapter 24 were passed. As a result of those changes it is necessary for the Board to promulgate new rules regulating the registration of postsecondary and proprietary schools. The legislation revised the criteria and process for school surety bonding and student tuition recovery funding.

The temporary/proposed rule brings the rule into alignment with the new statute, specifying the amount and process for determining the registration fee and surety bond.

**IMPACT**

Approval of this Proposed rule will allow the rule to move forward in the rule making process. After the required public comment period the rule, with any necessary changes, will be brought before the Board for final approval as a Pending rule. Pending rules are then forwarded to the legislature for consideration.

**ATTACHMENTS**

Attachment 1-Temporary/Proposed Rules Governing Registration Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the proposed rule as presented to bring IDAPA 08.01.11 in alignment with current statute.

**BOARD ACTION**

A motion to approve the Temporary/Proposed Rule, IDAPA 08.01.11. Rules – Registration of Postsecondary Education Institutions and Proprietary Schools.

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

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**IDAPA 08**  
**TITLE 01**  
**CHAPTER 11**

**08.01.11 - REGISTRATION OF POST-SECONDARY EDUCATIONAL  
INSTITUTIONS AND PROPRIETARY SCHOOLS**

**000. LEGAL AUTHORITY.**

The following rules are made under authority of Sections 33-105, 33-107, 33-2402, and 33-2403, Idaho Code, to implement the provisions of Chapter 24, Title 33, Idaho Code. (4-9-09)

**001. TITLE AND SCOPE.**

**01. Title.** This rule shall be cited as IDAPA 08.01.11, "Registration of Post-Secondary Educational Institutions and Proprietary Schools." (4-9-09)

**02. Scope.** This rule sets forth the registration requirements for post-secondary educational institutions that are required to register with the Idaho State Board of Education ("Board") under Section 33-2402, Idaho Code, and for proprietary schools required to register with the Board under Section 33-2403, Idaho Code. In addition, this rule describes the standards and criteria for Board recognition of accreditation organizations, for registration purposes. (4-9-09)

**002. WRITTEN INTERPRETATIONS.**

There are no written interpretations of this rule. (4-9-09)

**003. ADMINISTRATIVE APPEALS.**

The Administrative Procedures Act, Chapter 52, title 67, Idaho Code, applies to any denial of registration of any post-secondary educational institution or proprietary school. Hearings and appeals shall be governed according to the provisions of IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (4-9-09)

**004. INCORPORATION BY REFERENCE.**

There are no documents incorporated by reference. (4-9-09)

**005. OFFICE INFORMATION.**

**01. Office Hours.** The offices of the Board are open from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays. (4-9-09)

**02. Mailing Address.** The mailing address of the Board is P.O. Box 83720, Boise, Idaho 83720-0037. (4-9-09)

**03. Street Address.** The offices of the Board are located at 650 W. State Street, Boise, Idaho. (4-9-09)

**04. Telephone.** The telephone number of the Board is (208) 334-2270. (4-9-09)

**05. Facsimile.** The facsimile number of the Board is (208) 334-2632. (4-9-09)

**06. Electronic Address.** The electronic address of the Board is <http://www.boardofed.idaho.gov>. (4-9-09)

**006. PUBLIC RECORDS ACT COMPLIANCE.**

This rule is subject to the provisions of the Public Records Act, Title 9, Chapter 3, Idaho Code. (4-9-09)

**007. -- 009. (RESERVED).**

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**010. DEFINITIONS.**

**01. Accredited.** Defined in Section 33-2401(1), Idaho Code, and means that a postsecondary educational institution has been recognized or approved as meeting the standards established by an accrediting organization recognized by the Board. (4-9-09)

**02. Agent.** Defined in Section 33-2401(2), Idaho Code, and means any individual within the state of Idaho who solicits students for or on behalf of a proprietary school. (4-9-09)

**03. Agent's ~~Permit~~ certificate of identification.** Defined in Section 33-2401(3), Idaho Code, and means a nontransferable written document issued to an agent by ~~the Board or its designee~~ [the proprietary school that the agent represents](#). (4-9-09)

**04. Course.** Defined in Section 33-2401(5), Idaho Code, and means instruction imparted in a series of lessons or class meetings to meet an educational objective. (4-9-09)

**05. Course or Courses of Study.** Defined in Section 33-2401(6), Idaho Code, and means either a single course or a set of related courses for which a student enrolls, either for academic credit or otherwise. A course of study is sometimes also referred to in this rule as a program. (4-9-09)

**06. Degree.** Defined in Section 33-2401(7), Idaho Code, and means any written or any academic, vocational, professional technical or honorary title or designation, mark, appellation, series of letters, numbers, or words such as, but not limited to, which contains, in any language, the word "associate," "bachelor's," "baccalaureate," "master's," "doctorate," or "fellow," any abbreviation thereof, and which signifies, purports, or is generally taken to signify satisfactory completion of the requirements of an academic, vocational, professional technical, educational or professional program of study beyond the secondary school level or for a recognized title conferred for meritorious recognition, and an associate of arts or associate of science degree awarded by a community college or other public or private post secondary educational institution or other entity which may be used for any purpose whatsoever, indicates or represents, or which is intended to indicate or represent, that the person named thereon, in the case of any writing, or the person it is awarded thereto, in the case of any academic title, is learned in or has satisfactorily completed a prescribed course of study in a particular field or that the person has demonstrated proficiency in any field of endeavor as a result of formal preparation or training. (4-9-09)

**07. Nonprofit.** Means an entity that is recognized under the Internal Revenue Code and applicable regulations as being tax exempt, or an entity such as a nonprofit or not-for-profit organization that possesses the following characteristics that distinguish it from a business enterprise: (a) contribution of significant amounts of resources from resource providers who do not expect commensurate or proportionate pecuniary return, (b) operating purposes other than to provide goods or services at a profit, and (c) absence of ownership interests like those of business enterprises. (4-9-09)

**08. Postsecondary Educational Institution.** Sometimes referred to in this rule simply as an institution, is defined in Section 33-2401(8), Idaho Code, and means an individual, or educational, business or other entity, whether legally constituted or otherwise, which maintains a presence within, or which operates or purports to operate, from a location within, the state of Idaho, and which provides a course or courses of study that lead to a degree, or which provides, offers or sells degrees. (4-9-09)

**09. Proprietary School.** Sometimes referred to in this rule simply as a school, is defined in Section 33-2401(9), Idaho Code, and means an individual, or educational, business or other entity, whether legally constituted or otherwise, which maintains a presence within, or which operates or purports to operate, from a location within the state of Idaho and which conducts, provides, offers or sells a course or courses of study, but which does not provide, offer or sell degrees. (4-9-09)

**011. -- 099. (RESERVED).**

**100. RECOGNITION OF ACCREDITATION ORGANIZATIONS.**

Registration of Post-Secondary Educational Institutions. For purposes of registration of post-secondary educational

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institutions, the Board recognizes the regional accreditation organizations listed in Subsections 100.01 through 100.06, below. In addition, the Board recognizes institutional accreditation organizations which are also recognized by and in good standing with both the United States Department of Education and by the Council for Higher Education Accreditation, and which accredit entire colleges or universities, and which do not accredit only courses or courses of study (such as specialized accreditation organizations). Further, the Board may recognize other accreditation organizations on a case-by-case basis. A request for recognition of other accreditation organizations for purposes of registration should be made to the Board's Chief Higher Education Academic Officer, who will review and evaluate the request with the input and advice of the Board's Committee on Academic Affairs and Programs (CAAP). The Board will make a final decision based on such evaluation and review. (4-9-09)

**01. Middle States Association of Schools and Colleges (MSA), Commission on Higher Education.** Accredits institutions of higher education in Delaware, District of Columbia, Maryland, New Jersey, New York, Pennsylvania, Puerto Rico, and the U.S. Virgin Islands. (4-9-09)

**02. New England Association of Schools and Colleges, Commission on Institutions of Higher Education (NEASC-CIHE).** Accredits institutions of higher education in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. (4-9-09)

**03. North Central Association of Colleges and Schools, The Higher Learning Commission (NCA-HLC).** Accredits degree-granting institutions of higher education in Arizona, Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South Dakota, West Virginia, Wisconsin, and Wyoming, including schools of the Navaho Nation. (4-9-09)

**04. Northwest Commission on Colleges and Universities (NWCCU).** Accredits post-secondary educational institutions in Alaska, Idaho, Montana, Nevada, Oregon, Utah, and Washington. (4-9-09)

**05. Southern Association of Colleges and Schools (SACS), Commission on Colleges.** Accredits degree-granting institutions of higher education in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia. (4-9-09)

**06. Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU).** Accredits senior colleges and universities in California, Hawaii, the United States territories of Guam and American Samoa, the Republic of Palau, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, and the Republic of the Marshall Islands. (4-9-09)

**101. -- 199. (RESERVED).**

**200. REGISTRATION OF POSTSECONDARY EDUCATIONAL INSTITUTIONS.**

01. **Delegation.** Section 33-2403, Idaho Code, provides that a proprietary school must hold a valid certificate of registration issued by the Board. The Board delegates authority to its executive director, or his designee, and the [Office of the State Board Of Education](#) to administer the registration of register proprietary schools, in accordance with Chapter 24, Title 33, Idaho Code and this rule.

**012. Registration Requirement.** (4-9-09)

a. Unless exempted by statute or this rule, as provided herein, a post-secondary educational institution which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register and hold a valid certificate of registration issued by the Board. An institution shall not conduct, provide, offer, or sell a course or courses of study, or degree unless registered. An institution shall not solicit students on behalf of such institution, or advertise in this state, unless registered. ~~The Board shall maintain a register of approved a postsecondary educational institutions pursuant to Section 33-407(6)(a), Idaho Code.~~ (4-9-09)

b. ~~Initial r~~ Registration shall be for the period beginning on the date of issue of a certificate of registration and continue through June 30 of the next succeeding year. ~~Initial registration shall mean an institution's~~

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~~initial registration under this rule, even if an institution has previously registered with the Board~~ A registered postsecondary educational institution must renew its certificate of registration annually, and renewal of registration is not automatic. (4-9-09)

c. Renewal of registration shall be for the period beginning on July 1 of any year, and continue through June 30 of the next succeeding year. (4-9-09)

**023. Idaho Presence.** An institution shall be deemed to have a presence in Idaho, or to be operating or purporting to be operating from a location within the state of Idaho, if it owns, rents, leases, or uses any office or other type of physical location in Idaho, including a mailing or shipping center, or if it represents in any way, such as on an electronic or Internet website, to have an Idaho street or mailing address, including a post office box in Idaho. (4-9-09)

**034. Institutions Exempt from Registration.** (4-9-09)

a. Idaho public post-secondary educational institutions. Section 33-2402(1), Idaho Code, provides that a public institution supported primarily by taxation from either the state of Idaho or a local source in Idaho shall not be required to register. (4-9-09)

b. Certain Idaho private, not for profit, post-secondary educational institutions. A private, nonprofit, post-secondary educational institution that is already established and operational as of the effective date of this rule and located within the state of Idaho, and that is accredited by an accreditation organization recognized by the Board, as set forth in Section 100 of this rule, shall not be required to register. A private, nonprofit, institution is located within the state of Idaho only if it has been lawfully organized in the state of Idaho and its principal place of business is located within the state of Idaho.

**04. Institutions that Must Register.**

a. Out-of-state public post-secondary educational institutions. A public institution that is supported primarily by taxation from another state, or from a local source not within the state of Idaho, must register as provided herein. (4-9-09)

b. Out-of-state private, nonprofit, post-secondary educational institutions. An out-of-state private, nonprofit, post-secondary educational institution must register as provided herein. (4-9-09)

c. Certain Idaho private, nonprofit, post-secondary educational institutions. A private, nonprofit, post-secondary educational institution that is located within the state of Idaho, but that is not exempt under Subsection 200.03.b. of this rule, must register as provided herein. (4-9-09)

d. For-profit post-secondary educational institutions. A post-secondary educational institution that operates for profit, or which is an operating subsidiary of a publicly or privately held corporation that operates for profit, must register as provided herein. (4-9-09)

**05. ~~Exception~~ Alternative to Registration Requirement for Certain Postsecondary Institutions.** (4-9-09)

a. A post-secondary educational institution that demonstrates to the satisfaction of the Board that its primary mission and objectives are to offer courses or courses of study that do not lead to the awarding of degrees, may instead register as a proprietary school, in accordance with Section 400 of this rule. (4-9-09)

b. A request to register as a proprietary school must be submitted in writing to the Board by the first business day of December preceding a registration year. A decision on such request will be issued by the Board within thirty (30) days after it is received. A request to register as a proprietary school must be made on an annual basis. (4-9-09)

**06. Application.** A postsecondary educational institution that is required to register under this rule must submit to the Board office an application for registration (either an application for initial registration, or

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renewal of registration, as applicable), on ~~a the~~ approved ~~provided~~ by the Board office. The application must include a list of each course, course of study, and degree the applicant institution intends to conduct, provide, offer, or sell in Idaho during the registration year. (4-9-09)

**07. Registration Fees.** The Board shall assess an annual registration fee for initial registration, or renewal of registration, of a post-secondary educational institution. The registration fee must accompany the application for registration, and shall be in the amount of one-half of one percent (.5%) of the gross Idaho tuition revenue of the Institution during the previous registration year, but not less than one hundred dollars (\$100) ~~for each course that the institution intends to conduct, provide, offer or sell during the registration year, as set forth in the registration application, not to exceed two~~ five thousand dollars (\$25,000). The institution must provide financial documentation to substantiate the amount of revenue reported. Registration fees are not refundable. (4-9-09)

**08. Deadline for Registration.** An initial application for registration may be submitted to the Board at anytime. An institution should expect the Board's review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to the Board on or before the first business day of May that precedes a registration year. (4-9-09)

**09. Information Required.** Such application must include the information requested on the application form, as well as the following information: (4-9-09)

**a.** If an institution that is required to register under this rule is accredited by an accreditation organization recognized by the Board in Section 100 of this rule, such institution must submit documentation demonstrating that it has received accreditation status, and that it will maintain its accreditation from such agency during the entire registration year. An institution that is so accredited qualifies for a streamlined registration process, and will not be required to submit information and/or documentation that documents compliance with Standards I through VI, set forth in Subsections 200.10.a. through 200.10.f. of this rule. Such institution must submit the following information and/or documentation with its application for registration: (4-9-09)

- i. Copy of most recent accreditation report; (4-9-09)
- ii. Current list of chief officers - e.g. president, board chair, chief academic officer, chief fiscal officer; (4-9-09)
- iii. Most recent copy of strategic plan; (4-9-09)
- iv. Enrollment data for current and past two (2) years; (4-9-09)
- v. Copy of annual audited financial statement; (4-9-09)
- vi. Any additional information that the Board may request. (4-9-09)

**b.** All other institutions applying for registration must submit information and/or documentation with its application for registration that documents compliance with all of the Standards I through VI, set forth in Subsections 201.01 through 201.06. of this rule. (4-9-09)

**c.** The Board may, in connection with a renewal of registration; request that an institution only submit information that documents changes from the previous year, provided that the institution certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 200.07 of this rule, shall remain applicable. (4-9-09)

**201. APPROVAL STANDARDS FOR POSTSECONDARY EDUCATIONAL INSTITUTIONS.**

Except as provided in Subsection 200.09.a. of this rule, an institution applying for registration must meet, or demonstrate that it will meet, all of the following standards: (4-9-09)

**01. Standard I - Legal Status and Administrative Structure.** The institution must be in compliance



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with all local, state, and federal laws, administrative rules, and other regulations applicable to post-secondary educational institutions. (4-9-09)

**a.** The institution must have a clearly stated mission and objectives that are consistent with educational offerings under consideration for approval by the Board. The institution must demonstrate how its stated mission and objectives are being accomplished. (4-9-09)

**b.** The governing board or the board of directors must be comprised of at least five (5) members who are selected to represent students, faculty, and other constituents of the institution. Board members must be given the responsibility for assuring that the mission and objectives are achieved, for establishing policies and overseeing their implementation, and for providing oversight for the entire institution, including the financial stability of the institution. Board members should generally not be affiliated with the institution from an employment, contractual, familial, or financial standpoint. Any affiliation or financial interest in the institution must be fully disclosed, and provisions must be made to address any conflicts of interest. (4-9-09)

**c.** There must be sufficient distinction between roles and responsibilities of the institution's governing board and the administration, faculty, and staff to ensure appropriate separation and independence. (4-9-09)

**d.** Each of the administrative officers must be appropriately qualified with educational credentials to ensure programs are of high quality and that the rights of students are protected. In particular, the chief academic officer of the institution must be academically prepared at least at the Master's degree level, and have a minimum of five (5) years of post-secondary educational experience at an accredited institution. (4-9-09)

**e.** Administrators must be paid a fixed salary. Commissions may not be used for any portion of the compensation or to supplement an administrative salary. (4-9-09)

**f.** Policies must have been established to govern admissions, hiring procedures, and working conditions; evaluation/assessment of all employees and instructional offerings; awarding of credit and grades that are comparable to other institutions; academic freedom; student and faculty rights and responsibilities; grievance procedures; approval of the curriculum and other academic procedures, etc.; to ensure the quality of educational offerings. (4-9-09)

**g.** The administration must establish procedures for evaluating the effectiveness of the entire institution and for assessing the quality of instruction through established and recognized methods of instructional assessment. Evaluation and assessment results must be used to improve institutional programs and services. Evaluative/assessment processes must involve internal constituents from the institution and appropriate external representatives. (4-9-09)

**02. Standard II - Educational Program and Curriculum.** Instruction must be the primary focus of the institution, and all instructional activities must be clearly related to the achievement of the institution's mission and objectives. (4-9-09)

**a.** The requirements for all instructional programs must be defined clearly, including applicable completion requirements for courses, credits, and clinicals. Faculty must be given the responsibility for developing the curriculum for all courses or courses of study or degrees, designing effective learning strategies for students, identifying and organizing all instructional materials and specialized facilities, identifying instructional assessment methods, and evaluating the effectiveness of the course offerings. (4-9-09)

**b.** The institution must identify the number of credits required to earn a degree based on the following guidelines. Forty-five (45) clock-hours of student involvement are required for each semester credit, which includes a minimum of fifteen (15) student contact hours for each semester credit. Degrees are: (4-9-09)

**i.** Associate of Applied Science Degree. A credential awarded for completion of requirements entailing at least two (2) years, but less than four (4) years, of full-time professional-technical study with a minimum of sixty (60) semester credits (includes a minimum of sixteen (16) general education credits) and includes mastery of specific competencies drawn from requirements of business/industry; (4-9-09)

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ii. Associate Degree. A credential awarded for completion of requirements entailing at least two (2) years, but normally less than four (4) years, of full-time academic work; (4-9-09)

iii. Baccalaureate Degree. A credential awarded for completion of requirements entailing at least four (4) years of full-time academic work; (4-9-09)

iv. Master's Degree. A credential awarded for completion of requirements entailing at least one (1) year, but normally not more than two (2) years, of full-time academic work beyond the baccalaureate degree, including any required research; and (4-9-09)

v. Doctoral Degree. A credential awarded for completion of requirements entailing at least three (3) years of full-time academic work beyond the baccalaureate degree, including any required research. (4-9-09)

vi. Written course descriptions must be developed for all courses and for all courses within a program or degree and include the following: course overview, learning objectives and outcomes, course content, assessment, and grading criteria. A written inventory must be maintained for all course descriptions, and course descriptions must be provided to the faculty. Faculty must be expected to follow course descriptions. A syllabus must be developed for each course and distributed to students at the beginning of the course. (4-9-09)

vii. For each course or courses of study leading to a degree, the institution shall assure that such courses will be offered with sufficient frequency to enable students to complete the courses of study and degree within the minimum time for completion. (4-9-09)

**03. Standard III - Student Support Services.** The institution must have clearly defined written policies that are distributed to students through a variety of print and electronic means. Policies must address students' rights and responsibilities, grievance procedures, and must define what services are available to support students and instructional programs. (4-9-09)

**a.** The institution must develop a written admissions policy. The admission of students must be determined through an orderly process using published criteria which must be uniformly applied. Admissions must take into account the capacity of the student to undertake a course of study and the capacity of the institution to provide instructional and other support services the student needs to complete the program. (4-9-09)

**b.** There must be a clearly defined policy for the readmission of students dismissed from the institution for academic reasons. The readmission of students dismissed under this policy should be consistent with the recognized academic standards of admission to the institution. (4-9-09)

**c.** The institution must establish and adhere to a clear and fair policy regarding due process in disciplinary matters, and publish this policy in a handbook, which must include other rights and responsibilities of the students and the grievance procedure. This handbook must be supplied to each student upon enrollment in the institution. The institution must provide the name and contact information for the individual who is responsible for dealing with student grievances and other complaints and for handling due process procedures. (4-9-09)

**d.** The institution must provide an effective program of academic advising for all students enrolled. The program must include orientation to the academic program, academic and personal counseling, career information and planning, placement assistance, and testing services. (4-9-09)

**e.** The institution must provide students, prospective students prior to enrollment, and other interested persons with a catalog containing, at a minimum, the following information: (4-9-09)

i. The institution's mission; (4-9-09)

ii. Admissions policies; (4-9-09)

iii. Information describing the purpose, length, and objectives for the courses or courses of study or

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- degrees offered by the institution; (4-9-09)
- iv. Credit requirements for all courses or courses of study or degrees offered by the institution; (4-9-09)
  - v. Procedures for awarding credit for work completed outside the collegiate setting; (4-9-09)
  - vi. Policies for acceptance of transfer credit; (4-9-09)
  - vii. The schedule of tuition, fees, and all other charges and expenses necessary for completion of the courses or courses of study or degrees; (4-9-09)
  - viii. Cancellation and refund policies; (4-9-09)
  - ix. A definition of the unit of credit as it applies at the institution; (4-9-09)
  - x. An explanation of satisfactory progress, including an explanation of the grading/assessment system; (4-9-09)
  - xi. The institution's calendar, including the beginning and ending dates for each instructional term, holidays, and registration dates; (4-9-09)
  - xii. A complete listing of each regularly employed faculty member showing name, area of assignment, rank, and each earned degree held, including degree level, degree designation, and institution that awarded the degree; (4-9-09)
  - xiii. A complete listing of each administrator showing name, title, area of assignment, and each earned degree held, including degree level, degree designation, and institution that awarded the degree; (4-9-09)
  - xiv. A statement of legal control with the names of the trustees, directors, and officers of the institution or corporation or other entity; (4-9-09)
  - xv. A complete listing of all scholarships offered, if any; (4-9-09)
  - xvi. A statement describing the nature and extent of available student services; (4-9-09)
  - xvii. Complete and clearly stated information about the transferability of credit to other post-secondary educational institutions, including two (2) year and four (4) year colleges and universities; and (4-9-09)
  - xviii. Any such other material facts concerning the institution and the courses or courses of study as are reasonably likely to affect the decision of the student to enroll at the institution. (4-9-09)
- f.** Accurate and secure records must be kept for all aspects of the student academic record including, at a minimum, admissions information, transcripts, and financial transactions. Standards established by the American Association of Collegiate Registrars and Admissions Officers (AACRAO) must be used as a basis for establishing, maintaining, securing, and retaining student records. (4-9-09)
- g.** The institution must provide to each prospective student, newly-enrolled student, and returning student, complete and clearly presented information indicating the institution's current graduation rate by courses of study, and job placement rate by course of study. (4-9-09)
- 04. Standard IV - Faculty Qualifications, Duties, and Compensation.** Faculty qualifications must be clearly defined for each discipline and the assigned location for each faculty member must be identified. (4-9-09)
- a.** Faculty must be qualified through academic preparation appropriate to their assigned classes and degree level. For bachelor degree programs, faculty must have a master's degree from an accredited institution. At

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the graduate level, faculty must have a doctoral degree from an accredited institution. Relevant teaching experience or evidence to indicate they will be successful in the classroom must also be considered. Relevant work experience must also be considered. Transcripts for all faculty must be obtained, reviewed, and retained at the institution. Faculty must be recruited from a variety of institutions and backgrounds to enhance diversity and to avoid hiring a disproportionate number of individuals who are graduates of institutional programs. (4-9-09)

**b.** There shall be a sufficient number of full-time faculty members to maintain the continuity and stability of academic programs and policies. At least one (1) full-time faculty must be located in Idaho for each course or courses of study or degree, unless the institution can demonstrate specifically why this is not feasible, and identify what provisions have been, or will be, made to serve students effectively. (4-9-09)

**c.** A group of faculty must be organized and given responsibility in conjunction with the institution's chief academic officer for reviewing and approving all courses and courses of study and degrees offered by the institution. This group must also be responsible for overseeing instructional assessment activities and setting standards for program review/evaluation. The group must be of sufficient size to effectively represent a variety of instructional disciplines and faculty perspectives. (4-9-09)

**d.** The ratio of faculty to students in each course must be sufficient to assure effective instruction. (4-9-09)

**e.** Faculty must be paid a fixed salary. Commissions may not be used for any portion of the compensation, to supplement faculty salaries, or be connected to recruitment or retention of students. (4-9-09)

**f.** Procedures for evaluating faculty must be established, including provisions for promoting faculty and recognizing scholarly contributions to their academic discipline. (4-9-09)

**g.** A faculty development program must be established to encourage professional advancement and to enhance one's knowledge and instructional expertise. (4-9-09)

**05. Standard V - Resources, Financial Resources, and Facilities.** The institution must have adequate financial resources to accomplish its educational mission and objective. (4-9-09)

**a.** A financial officer in a managerial position must be designated for the institution and given responsibility for overseeing all of the financial aspects of the institution. (4-9-09)

**b.** Adequate financial resources must be provided to accomplish the institutional mission and to effectively support the instructional programs, including teaching facilities (i.e., classrooms, labs), instructional materials, supplies and equipment, faculty, staff, library, and the physical and instructional technology infrastructure. (4-9-09)

**c.** The institution must have sufficient reserves so that, together with tuition and fees, it is able to complete its educational obligations to currently enrolled students, even if it were unable to admit any new students. (4-9-09)

**d.** Financial records and reports of the institution must be kept and made separate and distinct from those of any affiliated or sponsoring person or entity. Financial records and reports at a public or not for profit institution must be kept in accordance with the most current guidelines from the National Association of College and University Business Officers. Financial records and reports of a for-profit institution must be kept in accordance with generally accepted accounting principles. A for-profit institution must organize its reports and records under categories or cost centers comparable to accounting funds identified in the most current guidelines from the National Association of College and University Business Officers. (4-9-09)

**e.** An annual independent audit of all fiscal accounts of the educational institution must be authorized by the governing board, and must be performed by a properly authorized certified public accountant. (4-9-09)

**06. Standard VI - Library and Instructional Resources.** The institution must obtain and properly

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catalog library and other learning resources and make these resources readily available to its students and faculty. These holdings must be of sufficient quality and depth to support its mission and achievement of student and faculty learning objectives. (4-9-09)

**a.** The institution must have adequate library facilities for the library holdings, space for study, and workspace for the librarian and library staff. (4-9-09)

**b.** Library services and resources must be available for student and faculty use with sufficient regularity, and at appropriate hours, to support the mission of the institution and its instructional offerings. (4-9-09)

**c.** If the institution relies on other institutions or entities to provide library resources, or this is done through electronic means, the institution must demonstrate how these arrangements effectively meet the needs of students and faculty. These arrangements must be documented through written agreements. Student and faculty use must be documented and frequently evaluated to ensure quality services are being provided. (4-9-09)

**d.** The library must be administered by professionally trained staff supported by sufficient personnel. (4-9-09)

**202. THE BOARD MAY NOTIFY THE POSTSECONDARY EDUCATIONAL INSTITUTION OF ADDITIONAL INFORMATION REQUIRED.**

If the Board is unable to determine the nature and activities of an institution on the basis of the information provided by the institution under this rule, then the Board may notify the institution of additional information that it will be required to provide in connection with the application for registration. (4-9-09)

**01. Verification of Information.** The Board may verify the accuracy of submitted information by inspection, visitation, or any other means it considers necessary. The applicant institution shall be responsible for any costs the Board incurs, including travel, associated with this review. (4-9-09)

**02. Criteria for Approval of Registration.** To be approved for registration, the institution must demonstrate that it is in compliance with Chapter 24, Title 33, Idaho Code and this rule. An institution must remain in compliance for the registration year. (4-9-09)

**03. Public Information.** All information submitted to the Board in connection with the application is public information, and is subject to disclosure as set forth in the Public Records Act, Title 9, Chapter 3, Idaho Code. (4-9-09)

**04. Certificate of Registration.** (4-9-09)

**a.** A certificate of registration will be issued to a post-secondary educational institution that has paid its registration fee and has been approved under this rule. A certificate evidencing initial registration will be effective the date it is issued, and continue through June 30 of the next succeeding year. A renewal certificate will be for the period July 1 through June 30 of the next succeeding year. No institution that is registered with the Board shall advertise or represent in any manner that it is accredited by the Board. An institution may only represent that it is: "Registered with the Idaho State Board of Education." Registration is not an endorsement of the institution.(4-9-09)

~~**b.** If an institution wishes to offer additional courses, courses of study, or degrees during the course of a registration year that were not included in its application to the Board prior to issuance of the certificate of registration, then the institution may submit a supplemental application to the Board on a form approved by the Board and pay any additional registration fees that are applicable. If approved, the Board a revised certificate of registration evidencing such approval.~~ (4-9-09)

**05. Disapproval and Appeal.** If a post-secondary educational institution's request for initial registration, or renewal of registration, is disapproved by the Board, then the institution may appeal such decision in accordance with Chapter 52, Title 67, Idaho Code. The request must be in writing and made to the office within thirty (30) days of the date the institution is notified of the disapproval. (4-9-09)

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**06. Withdrawal of Approval. (4-9-09)**

**a.** The Board may refuse to renew, or may revoke or suspend approval of, an institution's registration by giving written notice and the reasons therefore to the institution. The institution may request a hearing relating to such decision under IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (4-9-09)

**b.** Withdrawal of approval may be for one (1) or more of the following reasons (4-9-09)

i. Violation of Chapter 24, Title 33, Idaho Code or this rule; (4-9-09)

ii. Providing false, misleading, deceptive, or incomplete information to the Board; (4-9-09)

iii. Presenting to prospective or current students information about the institution which is false, fraudulent, misleading, deceptive, or inaccurate in a material respect; or (4-9-09)

iv. Refusing to allow reasonable inspection or to supply reasonable information after a written request by the Board has been received. (4-9-09)

**c.** If any information contained in the application submitted by the institution becomes incorrect or incomplete, then the registered institution shall notify the Board of such change within thirty (30) days. An institution that ceases operation during the course of a registration year shall immediately inform the Board of this event.

**203. -- 299. (RESERVED).**

**300. REGISTRATION OF PROPRIETARY SCHOOLS.**

**01. Delegation.** Section 33-2403, Idaho Code, provides that a proprietary school must hold a valid certificate of registration issued by the Board ~~or its designee~~. The Board delegates authority to its executive director, or his designee, and the Idaho Division of Professional Technical Education (PTE) Office of the State Board of Education to administer the registration of register proprietary schools, in accordance with ~~this rule~~ Chapter 24, Title 33, Idaho Code and this rule. (4-9-09)

**02. Registration Requirement. (4-9-09)**

**a.** Unless exempted by statute or this rule, as provided herein, a proprietary school which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register annually and hold a valid certificate of registration issued by ~~PTE~~ the Board. A school shall not conduct, provide, offer, or sell a course or courses of study unless registered. A school shall not solicit students for or on behalf of such school, or advertise in this state, unless registered. ~~The Board shall maintain a register of approved proprietary schools pursuant to Section 33-107(6)(e), Idaho Code.~~ (4-9-09)

**b.** Registration shall be for the period beginning July 1 of any year and continue through June 30 of the next succeeding year. For a school that has not previously registered with ~~PTE~~ the Board, registration shall be for the period beginning on the date of issue of a certificate of registration and continue through June 30 of the next succeeding year. A registered proprietary school must renew its certificate of registration annually and renewal of registration is not automatic. (4-9-09)

**c.** Renewal of registration shall be for the period beginning on July 1 of any year, and continue through June 30 of the next succeeding year. (4-9-09)

**03. Idaho Presence.** A school shall be deemed to have a presence in Idaho, or to be operating or purporting to be operating from a location within the state of Idaho, if it owns, rents, leases, or uses any office or other type of physical location in Idaho, including a mailing or shipping center, or if it represents in any way, such as on an electronic or Internet website, to have an Idaho street or mailing address, including a post office box in

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Idaho. (4-9-09)

**04. Exemptions from Registration.** The following individuals or entities are specifically exempt from the registration requirements of this rule. (4-9-09)

**a.** An individual or entity that offers instruction or training solely a vocational or recreational in nature, as determined by the Board. (4-9-09)

**b.** An individual or entity that offers courses recognized by the Board which comply in whole or in part with the compulsory education law. (4-9-09)

**c.** An individual or entity that offers a course or courses of study sponsored by an employer for the training and preparation of its own employees, and for which no tuition fee is charged to the student. (4-9-09)

**d.** An individual or entity which is otherwise regulated, licensed, or registered with another state agency pursuant to title 54, Idaho Code. (4-9-09)

~~**e.** Aviation school or instructors approved by and under the supervision of the Federal Aviation Administration.~~ (4-9-09)

~~**f. e.** An individual or entity that offers intensive review courses designed to prepare students for certified public accountancy tests, public accountancy tests, law school aptitude tests, bar examinations or medical college admissions tests, or similar instruction for test preparation.~~ (4-9-09)

~~**f. f.** An individual or entity offering only workshops or seminars lasting no longer than three (3) calendar days.~~ (4-9-09)

~~**h. g.** A parochial or denominational institution providing instruction or training relating solely to religion for which degrees are not granted.~~ (4-9-09)

~~**ih.** An individual or entity that offers post-secondary credit through a consortium of public and private colleges and universities under the auspices of the western governors.~~

**05. Application.** A proprietary school that is required to register under this rule must submit to ~~PTE~~, the Board office an application for registration (either an application for initial registration, or renewal of registration, as applicable), on a form ~~approved by PTE provided by the Board office~~. The application must include a list of each course or courses of study the applicant school intends to conduct, provide, offer or sell in Idaho during the registration year. (4-9-09)

**06. Registration Fees and Costs.** ~~The Board shall assess an annual~~ A registration fee ~~shall accompany each application~~ for initial registration, or renewal of registration. ~~The fixed portion of such annual registration fee shall be in the amount of one hundred dollars (\$100) for each school. The variable portion of such annual registration fee shall be in the amount of one hundred dollars (\$100) for each course to be offered by the school during the registration year. The registration fee must accompany the application for registration, and shall be one-half of one percent (.5%) of the gross Idaho tuition revenue of the school during the previous registration year, but not less than one hundred dollars (\$100) for each course that the institution intends to conduct, provide, offer or sell during the registration year, as set forth in the registration application, and not to exceed two five thousand dollars (\$25,000). The school shall provide documentation to substantiate the amount of revenue reported.~~ Registration fees are not refundable. (4-9-09)

**07. Deadline for Registration.** An initial application for registration may be submitted to ~~PTE~~. Board at anytime. A school should expect ~~PTE~~. the Board review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to ~~PTE~~. the Board on or before the first business day of May that precedes a registration year. Schools that have not completed annual renewal of registration by July 1<sup>st</sup> must cease all active operations until approval of registration is received. (4-9-09)

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**08. Information Required.** (4-9-09)

**a.** Such application must include the information requested on the application form. In addition, a school applying for registration must submit information and/or documentation with its application for registration that documents compliance with all of the Standards, I through V, set forth in Subsections 400.08.a. through 400.08.e. of this rule. (4-9-09)

**b.** — PTE. The Board may, in connection with a renewal of registration, request that a school only submit information that documents changes from the previous year, provided that the school certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 4300.056 of this rule, shall remain applicable. (4-9-09)

**301. APPROVAL STANDARDS FOR REGISTRATION OF PROPRIETARY SCHOOLS.**

The Board and its designee accepts the responsibility for setting and maintaining approval standards for proprietary schools that plan to offer courses or a set of related courses in or from Idaho in order to protect consumers and to ensure quality educational programs are provided throughout the state. A school must meet all of the standards prior to issuance of a certificate of registration and the school must provide required evidence to document compliance with the standards as identified in the application form. A certificate of registration may be denied if all of the standards are not met. (4-9-09)

**01. Standard I - Legal Status and Administrative Structure.** The school must be in compliance with all local, state and federal laws, administrative rules, and other regulations applicable to proprietary schools. (4-9-09)

**a.** The school must have a clearly stated educational purpose that is consistent with the courses or a set of related courses under consideration for approval by PTE. (4-9-09)

**b.** The ownership of the school, its agents, and all school officials must be identified by name and title. (4-9-09)

**c.** Each owner, agent, and school official must be appropriately qualified to ensure courses are of high quality and the rights of students are protected. (4-9-09)

**d.** Policies must have been established to govern admissions, hiring procedures, and working conditions; evaluation/assessment of all employees and instructional offerings; student and instructor rights and responsibilities; grievance procedures; approval of the curriculum and other academic procedures to ensure the quality of educational offerings. (4-9-09)

**e.** Procedures for assessing/evaluating the effectiveness of instruction must be established. Evaluation and assessment results must be used to improve courses or courses of study. (4-9-09)

**02. Standard II - Courses or Courses of Study.** Instruction must be the primary focus of the school, and all instructional activities must be clearly related to the achievement of the stated instructional objectives. All courses or courses of study must prepare students to enter employment upon completion of the program or prepare them for self-employment. (4-9-09)

**a.** The requirements for each course or courses of study must be defined clearly including applicable completion requirements or other requirements such as practicums and clinicals. Courses or courses of study will be designed using effective learning strategies for students, identifying and organizing all instructional materials and specialized facilities, identifying instructional assessment methods, and evaluating the effectiveness of the course offerings. (4-9-09)

**b.** Written course descriptions must be developed for all courses or courses of study including: course overview, learning objectives and outcomes, course content, assessment, and grading criteria. A written inventory must be maintained for all course descriptions and course descriptions must be provided to instructors.



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Instructors must be expected to follow course descriptions. A syllabus must be developed for each course and distributed to students at the beginning of the course. (4-9-09)

**c.** The school must assure that a course or courses of study will be offered with sufficient frequency to enable students to complete courses or courses of study within the minimum time for completion. (4-9-09)

**d.** The school must clearly state the cost of each course or courses of study and identify the payment schedule. This information must be provided in written form to students, and the refund policy must also be given to students in writing. (4-9-09)

**e.** All advertising, pamphlets, and other literature used to solicit students and all contract forms must accurately represent the purpose of the school, its courses or courses of study, job opportunities, and other relevant information to assist students in making an informed decision to enroll. The school must provide to each prospective student, newly-enrolled student, and returning student, complete and clearly presented information indicating the school's current completion and job placement rate. (4-9-09)

**03. Standard III - Student Support Services.** The school must have clearly defined written policies that are distributed to students through a variety of print and electronic means. Policies must address students rights and responsibilities, grievance procedures, and define what services are available to support students. (4-9-09)

**a.** The school must develop a written admissions policy. The admission of students must be determined through an orderly process using published criteria which must be uniformly applied. Admissions must take into account the capacity of the student to undertake a course or courses of study and the capacity of the school to provide instructional and other support services the student needs to complete the program. (4-9-09)

**b.** There must be a clearly defined policy for the readmission of students dismissed from the school. The readmission of students dismissed under this policy must be consistent with the recognized standards of admission to the school. (4-9-09)

**c.** The school must establish and adhere to a clear and fair policy regarding due process in disciplinary matters, and publish this policy in a handbook, which must include other rights and responsibilities of the students and the grievance procedure. This handbook must be supplied to each student upon enrollment in the school. The school must provide the name and contact information for the individual who is responsible for dealing with student grievances and other complaints and for handling due process procedures. (4-9-09)

**d.** The school must provide written information to prospective students prior to enrollment to include the following: (4-9-09)

i. Information describing the purpose, length, and objectives of the courses or courses of study; (4-9-09)

ii. Completion requirements for the courses or courses of study; (4-9-09)

iii. The schedule of tuition, fees, and all other charges and all expenses necessary for completion of the courses or courses of study; (4-9-09)

iv. Cancellation and refund policies; (4-9-09)

v. An explanation of satisfactory progress, including an explanation of the grading/assessment system; (4-9-09)

vi. The calendar of study including registration dates, beginning and ending dates for all courses, and holidays; (4-9-09)

vii. A complete list of instructors and their qualifications; (4-9-09)

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- viii. A listing of available student services; and (4-9-09)
- ix. Other information about the courses or courses of study that are likely to affect the decision of the student to enroll in the school. (4-9-09)
- e. Accurate and secure records must be kept for all aspects of the student record including, at minimum, admissions information, and the courses each student completed. (4-9-09)
- 04. Standard IV - Faculty Qualifications and Compensation.** (4-9-09)
  - a. Instructor qualifications (training and experience) must be described and the assigned location for each instructor must be identified. (4-9-09)
  - b. There must be a sufficient number of full-time instructors to maintain the continuity and stability of courses. (4-9-09)
  - c. The ratio of instructors to students in each course must be sufficient to assure effective instruction. (4-9-09)
  - d. Commissions may not be used for any portion of the faculty compensation. (4-9-09)
  - e. Procedures for evaluating instructors must be established. Provisions for student evaluation are recommended. (4-9-09)
- 05. Standard V - Resources, Finance, Facilities, and Instructional Resources.** (4-9-09)
  - a. Adequate financial resources must be provided to accomplish instructional objectives and to effectively support the instructional program, including teaching facilities, instructional materials, supplies and equipment, instructors, staff, library, and the physical and instructional technology infrastructure. (4-9-09)
  - b. The school must have sufficient resources so that, together with tuition and fees, it is able to complete its educational obligations to currently enrolled students. If the school is unable to fulfill its obligations to students, the school must make arrangements with another proprietary school to have students complete a comparable course or courses of study (a teach-out provision). (4-9-09)
  - c. Financial records and reports of the school must be kept and made separate and distinct from those of any affiliated or sponsoring person or entity. Financial records and reports at a school shall be kept in accordance recognized financial accounting methods. (4-9-09)
  - d. The school must have adequate instructional resource materials available to students, either on site or through electronic means. These materials must be housed in a designated area and be available for students and instructors with sufficient regularity and at appropriate hours to support achievement of course objectives or to promote effective teaching. (4-9-09)
  - e. If the school relies on other schools or entities to provide library resources or instructional resources, the school must demonstrate how these arrangements effectively meet the needs of students and faculty. These arrangements must be documented through written agreements. Student and faculty use must be documented and frequently evaluated to ensure quality services are being provided. (4-9-09)

**302. THE BOARD MAY NOTIFY THE PROPRIETARY SCHOOL OF ADDITIONAL INFORMATION REQUIRED.**

If ~~PTE~~ the Board is unable to determine the nature and activities of a school on the basis of the information provided by the school under this rule, then PTE may notify the school of additional information that it will be required to provide in connection with the application for registration. (4-9-09)

- 01. Verification of Information.** ~~PTE.~~ The Board may verify the accuracy of submitted information

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by inspection, visitation, or any other means it considers necessary. The applicant school shall be responsible for any costs PTE incurs including travel, associated with this review. (4-9-09)

**02. Criteria for Approval or Denial of Registration.** To be approved for registration, the school must demonstrate that it is in compliance with Chapter 24, Title 33, Idaho Code and this rule, including all of the standards described in Subsections 300.08.a. through 300.08.e. of this rule. A school must remain in compliance for the registration year. (4-9-09)

**03. Public Information.** All information submitted to PTE. [the Board](#) is public information, and is subject to disclosure as set forth in the Public Records Act, Title 9, Chapter 3, Idaho Code. (4-9-09)

**04. Certificate of Registration.** (4-9-09)

**a.** A certificate of registration will be issued to a proprietary school that has paid its registration fee and been approved under this rule. A certificate evidencing initial registration will be effective the date it is issued, and continue through June 30 of the next succeeding year. A renewal certificate will be for the period July 1 through June 30 of the next succeeding year. No school that is registered with PTE. [the Board](#) shall advertise or represent in any manner that it is accredited by PTE. [the Board](#). An institution may only represent that it is: "Registered with Idaho Division of Professional-Technical Education." Registration is not an endorsement of the school. (4-9-09)

**b.** If a school wishes to offer additional courses or courses of study during the course of a registration year that were not included in its application to PTE. [the Board](#) prior to issuance of the certificate of registration, then the school may submit a supplemental application to PTE. [the Board](#), on a form approved by PTE. [the Board](#), and pay any additional registration fees that are applicable. If approved, PTE. [the Board](#) will issue a revised certificate of registration evidencing such approval. (4-9-09)

**05. Disapproval and Appeal.** If a proprietary school's request for initial registration or a renewal of registration is disapproved by PTE. [the Board](#), then the school may appeal such decision in accordance with Chapter 52, Title 67, Idaho Code. The request must be in writing and made to PTE. [the Board](#) within thirty (30) days of the date the school is notified of the disapproval. (4-9-09)

**06. Withdrawal of Approval.** (4-9-09)

**a.** PTE. [The Board](#) may refuse to renew, or may revoke or suspend approval of a school's registration by giving written notice and the reasons therefore to the school. The school may request a hearing under IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (4-9-09)

**b.** Withdrawal of approval may be for one (1) or more of the following reasons: (4-9-09)

i. Violation of Chapter 24, Title 33, Idaho Code or this rule. (4-9-09)

ii. Providing false, misleading, deceptive, or incomplete information to PTE. [the Board](#). (4-9-09)

iii. Presenting to prospective or current students information about the school which is false, fraudulent, misleading, deceptive, or inaccurate in a material respect; or (4-9-09)

iv. Refusing to allow reasonable inspection or to supply reasonable information after a written request by PTE. [the Board](#) has been received. (4-9-09)

**c.** If any information contained in the application submitted by the school becomes incorrect or incomplete, then the registered school shall notify PTE. [the Board](#) of such change within thirty (30) days. A school that ceases operation during the course of a registration year shall immediately notify PTE. [the Board](#) of this event.(4-9-09)

**07. Agent's ~~Permit~~ Certificate of Identification.** Each proprietary school shall ensure that its agents have a valid ~~permit~~ certificate of identification, and that all of its agents are in compliance with Section 33-2404, Idaho Code. The school shall complete a criminal history check that includes, at a minimum, the State Bureau of

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Identification, and statewide sex offender registry for each agent having unsupervised contact with minors in the minor's home or at secondary schools, prior to making application for the agent's ~~permit~~ certificate of identification. The criminal history check shall be valid for five (5) years. When an employee returns to any proprietary school, after a break in service of six (6) months or more, a new criminal history check must be obtained. When an employee changes employment between proprietary schools a new criminal history check must be obtained. (4-9-09)

a. The Board shall revoke any agent's certificate of identification issued or authorized under this section, and shall deny the application for issuance of a new certificate of identification of a person who pleads guilty to or is found guilty of, notwithstanding the form of the judgment or withheld judgment, any of the following felony offenses against a child:

- i. The aggravated assault of a child, section 18-905, Idaho Code, or the assault with intent to commit a serious felony against a child, section 18-909, Idaho Code.
- ii. The aggravated battery of a child, section 18-907, Idaho Code, or the battery with intent to commit a serious felony against a child, section 18-911, Idaho Code.
- iii. The injury or death of a child, section 18-1501, Idaho Code.
- iv. The sexual abuse of a child under sixteen (16) years of age, section 18-1506, Idaho Code.
- v. The ritualized abuse of a child under eighteen (18) years of age, section 18-1506A, Idaho Code.
- vi. The sexual exploitation of a child, section 18-1507, Idaho Code.
- vii. Possession of photographic representations of sexual conduct involving a child, section 18-1507A, Idaho Code.
- viii. Lewd conduct with a child under the age of sixteen (16) years, section 18-1508, Idaho Code.
- ix. The sexual battery of a minor child sixteen (16) or seventeen (17) years of age, section 18-1508A, Idaho Code.
- x. The sale or barter of a child for adoption or other purposes, section 18-1511, Idaho Code.
- xi. The murder of a child, section 18-4003, Idaho Code, or the voluntary manslaughter of a child, section 18-4006 1., Idaho Code.
- xii. The kidnapping of a child, section 18-4502, Idaho Code.
- xiii. The importation or exportation of a juvenile for immoral purposes, section 18-5601, Idaho Code.
- xiv. The abduction of a person under eighteen (18) years of age for prostitution, section 18-5610, Idaho Code.
- xv. The rape of a child, section 18-6101 or 18-6108, Idaho Code.

The general classes of felonies listed in this section shall include equivalent laws of federal or other state jurisdictions. For the purpose of this subsection, "child" means a minor or juvenile as defined by the applicable state or federal law.

**08.** ~~Annual Agent's Permit Fee.~~ The annual fee for the agent's permit shall be fifty dollars (\$50.00). The agent's permit must be renewed annually upon reapplication and proper qualifications, as required by Section 33-2404, Idaho Code. (4-9-09)

**09 08. Surety Bond.** Each proprietary school shall comply with the provisions in Section 33-2406, Idaho Code, relating to a surety bond. (4-17-08)T

a. The amount of the surety bond shall be equal to the total tuition and fees charged by the school during the previous registration year. If a school is just starting or expects a significant expansion during the next year, the surety bond must cover the expected total tuition and fees.

b. Schools shall ensure that all bonds include "extended coverage" clauses, to remain in effect for 120 days after the date of closure.

c. No party to the surety bond may cancel without 120 day prior notice to all parties, including the Office of the State Board of Education.

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e. The Board shall be the beneficiary of the bond and shall oversee the distribution of funds to students who file claims. Schools will provide proof of the required bond and submit said documentation with their registration applications.

**10. ~~Student Tuition Recovery Account.~~** Each proprietary school shall comply with the provisions of Section 33-2407, Idaho Code, relating to a student tuition recovery account.

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**SUBJECT**

Proposed rule IDAPA 08.01.14 – Rules Governing the Idaho Rural Physicians Fund

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections , 33-3723 – 33-3725, Idaho Code.

**BACKGROUND/ DISCUSSION**

Title 33, chapter 37, Idaho Code creates the Rural Physicians Incentive Fund. This fund assesses a fee to students preparing to be physicians in the fields of medicine or osteopathic medicine who participate in the interstate compact for professional education in those fields. The fund is then used to incentivize physicians to practice in rural areas through the partial repayment of student loans related to their education. An Idaho Administrative Rule is necessary to implement the distribution of these funds.

The attached rule sets out the process involved in applying for the Rural Physicians Incentive Funds and the criteria that the Oversight Committee will use for recommending eligible candidates to the Board.

**IMPACT**

Approval of the pending rule will allow for the rule to move forward in the rule making process. After the 21 day comment period the rule will be brought back to the Board with any changes for final approval as a pending rule.

**ATTACHMENTS**

Attachment 1- Proposed Rule – Rural Physicians Incentive Fund Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Proposed rules have a 21 day comment period prior to becoming Pending rules. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin.

**BOARD ACTION**

A motion to approve the proposed rule IDAPA 08.01.14 – Rules Governing the Idaho Rural Physicians Fund

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

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**IDAPA 08  
TITLE 01  
CHAPTER 14**

**IDAHO RURAL PHYSICIAN INCENTIVE PROGRAM**

**000. LEGAL AUTHORITY.**

These rules are promulgated pursuant to the authority of the State Board of Education (the Board) under Section 33-105, and Sections 33-3723 through 33-3725, Idaho Code.

**001. TITLE AND SCOPE.**

**01. Title.** These rules shall be known as IDAPA 08.01.xx, "Idaho Rural Physician Incentive Program."

**02. Scope.** These rules constitute the requirements for the Idaho Rural Physician Incentive Program.

**002. WRITTEN INTERPRETATIONS.**

In accordance with Section 67-5201(19) (b) (IV), Idaho Code any written interpretation of the rules of this chapter are available at the Board office.

**003. ADMINISTRATIVE APPEAL.**

Unless otherwise provided for in the rules of the Board or in the State Board of Education Governing Policies and Procedures, all administrative appeals allowed by law shall be conducted as provided herein.

**004. INCORPORATION BY REFERENCE.**

There are no documents to incorporate by reference pursuant to, and in accordance with, Section 67-5229, Idaho Code.

**005. OFFICE -- OFFICE HOURS -- MAILING ADDRESS AND STREET ADDRESS.**

The principal place of business of the Board is in Boise, Idaho.

**01. Mailing Address.** The mailing address is PO Box 83720, Boise, ID 83720-0037.

**02. Street Address.** The Board's street address is 650 West State Street, Room 307, Boise, Idaho 83702.

**03. Office Hours.** The office hours are from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays.

**006. PUBLIC RECORDS ACT COMPLIANCE.**

This rule has been promulgated in accordance with the Administrative Procedure Act, Title 67, Chapter 52, Idaho Code, and is a public record.

**007. COMMUNICATION WITH STATE OFFICIALS.**

All inquires concerning the Rural Physician Incentive Program will be directed to the Office of the Board.

**008.—009. (RESERVED)**

**010. DEFINITIONS.**



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These definitions are applicable to this chapter only.

**01. Rural physician incentive fee.** Means the fee assessed by the Board to students preparing to be physicians in the fields of medicine or osteopathic medicine who are supported by the state pursuant to an interstate compact for professional education in those fields, as those fields are defined by the compact.

**02. Rural physician incentive fund.** Means the special revenue account in the state treasury created pursuant to Section 33-3724, Idaho Code, relating to the Rural Physician Incentive Program.

**03. Rural physician.** Means a licensed Idaho physician, MD or DO, who spends a minimum of 28 hours per week, on average, providing primary care medicine services to patients in an eligible area.

**04. Primary care medicine.** Means family medicine, general internal medicine, and general pediatrics, but if there is a demonstrated high level of need in an eligible area, as determined by the oversight committee, may also include obstetrics and gynecology, general psychiatry, general surgery and emergency medicine.

**05. Eligible area.** Means a medically underserved area of Idaho, further defined to mean an area designated by the U.S. Secretary of Health and Human Services as a health professions shortage area.

**06. Qualified medical education debt.** Means debt with a financial aid program or financial institution incurred to meet the educational costs of attending a medical school.

**07. Community sponsoring organization.** Means a hospital, medical clinic or other medical organization which is located in an eligible area and that employs physicians for purposes of providing primary care medical services to patients.

**08. Oversight Committee.** Means the committee constituted pursuant to Section 33-3724, Idaho Code, composed of knowledgeable individuals or organizations to assist in the administration of the rural physician incentive program.

**011. OBJECTIVES OF THE RURAL PHYSICIAN INCENTIVE PROGRAM**

This program is established as a tool to help recruit and retain rural physicians to serve in eligible areas. The grant of an award under this program requires the support of a community sponsoring organization in an eligible area that has experienced physician recruiting difficulties and which can demonstrate broad support for this program from the medical community and community leaders located in the eligible area.

**012. ADMINISTRATION**

The Board, through the advice and recommendations of the oversight committee, is the administrative agency for the Rural Physician Incentive Program. The Board designates its executive director or his designee as its administrative officer for this program, and delegates to its executive director or his designee, and to the Office of the State Board of Education, such administrative responsibilities as are necessary to carry out and administer the Rural Physician Incentive Program as described in this rule.

**013. ASSESSMENT OF A RURAL PHYSICIAN INCENTIVE FEE**

**01.** Pursuant to Section 33-3723, Idaho Code, the rural physician incentive fee assessed to and required to be paid by all state-supported medical students who are preparing to be physicians in the fields of medicine or osteopathic medicine shall be equal to four percent (4%) of the average annual medical support fee paid by the state on behalf of each such student.

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**02.** The rural physician incentive fee assessed by the Board shall be collected by the Office of the State Board of Education annually from each state supported student during each year of undergraduate medical training, and shall be deposited into the state treasury.

**03.** Income and earnings from the rural physician incentive fund shall be returned to such fund.

**014. ELIGIBILITY FOR A RURAL PHYSICIAN INCENTIVE PROGRAM AWARD**

**01. Eligibility Requirements.** A physician who meets the following requirements is eligible to apply for a Rural Physician Incentive Program award:

**a.** The physician while pursuing his or her medical education must have been assessed a rural physician incentive fee and paid into the rural physician incentive fund;

**b.** During the period covered by the award, the physician must be a rural physician providing primary care medicine in an eligible area. A physician may provide patient care services in primary care medicine in more than one eligible area;

**c.** The physician must be an MD or DO, and have completed an Accreditation Council of Graduate Medical Education or American Osteopathic Association residency;

**d.** The physician must be Idaho Medical Board certified/Board eligible, hold an unrestricted Idaho medical license and be able to meet the medical staffing requirements of the sponsoring organization when applicable; and

**e.** The physician must be eligible to care for Medicare and Medicaid patients within the scope of his or her primary care medicine practice.

**02. Ineligibility.** Notwithstanding Subsection 014.01 of these rules, a physician shall not be entitled to receive an award under this program if he or she is receiving payments for purposes of repaying qualified medical education debt from another state, or from a federal debt repayment program.

**020. APPLICATION PROCESS**

**01. Applications.** Applications for the Rural Physician Incentive Program must be on a form prescribed by the Office of the State Board of Education and must include a letter of support, as well as supporting documentation establishing the criteria in Subsection 021.01 and .02 of these rules, from a sponsoring organization. Applications must be received by the Office of the State Board of Education not earlier than October 1, and not later than December 31, for consideration for the award period beginning July 1 of the next succeeding year.

**02. Announcement of Award.** Announcement of program awards shall be made not later than April 30 each year, with awards to be effective beginning July 1 of that year. Applicants must respond by the date specified in any communication from officials of the Rural Physician Incentive Fund Program. Failure to respond within the time period specified will result in cancellation of the application and forfeiture of the award unless extenuating circumstances can be shown by the applicant.

**021. SELECTION OF RURAL PHYSICIAN INCENTIVE FUND AWARD RECIPIENTS**

**01.** The selection of recipients of Rural Physician Incentive Program awards shall be based on ranking and priority of applicants in accordance with the following criteria:

**a.** Demonstrated physician shortage in the eligible area to be benefitted;

**b.** Demonstrated physician recruiting difficulties in the eligible area to be benefitted;

**c.** Support of the medical community and community leaders in the eligible area.

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**02.** In reviewing and weighing these criteria, all relevant factors shall be considered, which may include: [list] [I can't get this to say 02.]

**03.** If a physician selected for an award of debt payments does not accept the award in the manner provided in these rules, then the award shall be awarded to the next eligible applicant who has not received an award.

**015. MONETARY VALUE OF THE AWARD**

**01. Award Amounts.** A physician selected to receive a Rural Physician Incentive Program award shall be entitled to receive qualified medical education debt repayments for a period not to exceed five (5) years in such amount as is determined annually. The award shall not exceed the qualified medical education debt incurred by the recipient, and the maximum amount of educational debt repayments that a rural physician may receive shall be fifty thousand dollars (\$50,000) over such five (5) year period. Payments shall be limited to a maximum of ten thousand dollars (\$10,000) in a single year. Award amounts shall be established annually based on recommendations of the oversight committee utilizing such factors as availability of funding, the number of new applicants, and the hours an award recipient will devote to providing primary care services in an eligible area. All qualified medical education debt repayments shall be paid directly to the financial organization holding such debt. Pursuant to Section 33-3725, Idaho Code, the total of all awards from the rural physician incentive fund contractually committed in a year shall not exceed the annual amount deposited in the rural physician incentive fund that same year.

**02. Annual Adjustments.** An award payment to a recipient in a single year is not guaranteed or assured in subsequent years, and may be increased or reduced. Annual award payments for new and existing award recipients will be announced no later than April 30<sup>th</sup> of each year.

**016. ANNUAL CONTRACT**

An award recipient physician must enter into an annual contract to be eligible for qualified medical education debt repayments. Prior to entering into a contract covering a new award year an award recipient must verify that he or she has met and will continue to meet the award eligibility requirements specified in this rule. Pursuant to Section 33-3725, Idaho Code, the contract must provide that the award recipient is liable to the Board for the award payments made on his or her behalf if the recipient ceases to practice in the eligible area during the contract period or fails to perform according to the terms of the contract. Annual verification of continued eligibility must be on a form provided by OSBE and submitted to OSBE no later than December 31<sup>st</sup> each year.

**017. FRAUDULENT INFORMATION.** Providing false information on any application or document submitted under this chapter is grounds for declaring the applicant ineligible. Any and all funds determined to have been acquired on the basis of fraudulent information must be returned to the rural physician incentive fund. This section shall not limit other remedies which may be available for the filing of false or fraudulent applications.

**018. APPEAL PROCEDURE.**

Any Idaho Rural Physician Incentive Program award applicant or recipient adversely affected by a decision made under provisions of these rules may appeal such adverse decision as follows.

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The Idaho Rural Physician Incentive Program applicant or recipient must appeal no later than thirty (30) days following notice of the decision, and the written statement must include a statement of the reason the applicant or recipient believes the decision should be changed or overturned. The appeal must be submitted to the President of the Board. The Board must acknowledge receipt of the appeal within seven (7) days. The President of the Board may or may not agree to review the action, or may appoint a subcommittee of three (3) persons.

**01. Transmittal to Subcommittee.** If the appeal is transmitted to the subcommittee, the subcommittee will review the appeal and submit a written recommendation to the President of the Board within fifteen (15) days from the time the subcommittee receives the appeal document. The applicant or recipient initiating the appeal will be notified by the chairperson of the subcommittee of the time and place when the subcommittee will consider the appeal and will be allowed to appear before the subcommittee to discuss the appeal.

**02. Subcommittee Recommendations.** Following the subcommittee's decision, the President of the Board will present the subcommittee's recommendation to the full Board at the next regularly scheduled meeting of the Board. The applicant or recipient initiating the appeal may, at the discretion of the President of the Board, be permitted to make a presentation to the Board.

**03. Board Decision.** The decision of the Board is final, binding, and ends all administrative remedies, unless otherwise specifically provided by the Board. The Board will inform the applicant or recipient in writing of the decision of the Board.

**020-999 (RESERVED)**

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**SUBJECT**

Trends in Higher Education Overview

**BACKGROUND/DISCUSSION**

Idaho faces significant economic and educational challenges. Higher Education will play a key role in addressing those challenges. Several recent national reports outline the global and national contexts in which higher education must compete and succeed. These reports provide helpful information about where we are and where we need to be with regards to degree production, completion rates and student access. They also provide insights into funding the expansion of higher education.

**IMPACT**

Information from these reports is valuable for helping Idaho craft its direction for higher education.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	FIRST READING, PROPOSED AMENDMENTS TO BOARD POLICY III.W. HIGHER EDUCATION RESEARCH	Motion to Approve
2	UNIVERSITY OF IDAHO – PROPOSED UNIVERSITY POLICY TO REQUIRE FIRST YEAR STUDENTS TO LIVE ON CAMPUS	Information Item

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**SUBJECT**

First Reading, Proposed Amendment to Board Policy III.W. Higher Education Research

**BACKGROUND/DISCUSSION**

Experimental Program to Stimulate Competitive Research (EPSCoR) in Idaho represents a federal-state partnership designed to enhance the state's science and engineering research, education, and technology capabilities of underrepresented states that traditionally have received smaller amounts of federal R&D funds.

In 2006, EPSCoR was relocated to the Office of the Governor from the State Board of Education. On May 12, 2009, Executive Order 2009-09 was issued authorizing the re-establishment of EPSCoR within the State Board of Education. While under the purview of the Governor, the Idaho EPSCoR Committee developed and adopted a mission, vision, and bylaws. With the movement of EPSCoR to the Board, it is necessary to establish policies to govern its operation. Therefore, Board and staff members worked with EPSCoR representatives to include a new section to III.W, which currently covers the role and purpose of the Higher Education Research Council and its programs. The new section to III.W. includes EPSCoR's purpose and role, establishes committee structure, and defines terms of membership and reporting requirements.

**IMPACT**

Approval of the amendments to Board policy will allow the Idaho EPSCoR Committee to continue implementing the program and activities.

**ATTACHMENTS**

Attachment 1 – Proposed Amendment to III.W.  
Higher Education Research

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of the proposed addition to Board Policy III.W. as presented.

**BOARD ACTION**

A motion to approve the first reading of Board Policy III.W. Higher Education Research as submitted.

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

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**ATTACHMENT 1**

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: W. Higher Education Research

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**W. Higher Education Research Council Policy**

1. Higher Education Research Council

a. Purpose and Coverage

The Higher Education Research Council Policy presents guidelines to Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho on the most effective use of the limited resources of the State of Idaho, provided by the Legislature as a line item for research and overseen by the Higher Education Research Council, in promoting research activities that will have the greatest beneficial effect on the quality of education and the economy of the State. The implementation of this policy will be the duty and responsibility of the Board's Higher Education Research Council (HERC).

2b. The Role of Research in Higher Education

Research is the creative search for and application of new knowledge.

ai. Philosophical Statements and Guiding Principles

Public awareness of the significant role science, technology and other research play in our world has also been accompanied by an enhanced demand for the scrutiny of publicly funded research, accountability, and attention to the management of ethical, legal, and safety issues associated with academic research. A demonstrable return on the state's investment requires the development of a statewide strategic plan for science and technology that will assist in the identification of general research areas that will enhance the economy of Idaho via partnering between academia, industry and/or government. HERC will facilitate this partnering and interaction among business, industry and the public sector with science, engineering and other research faculty. To this end, HERC will be an active participant in the development, implementation and monitoring of the statewide strategic plan for science and technology.

This policy is designed to assist the public baccalaureate and post-baccalaureate institutions in addressing these areas via appropriate research activities through:

- (1) individual and multi-disciplinary research projects;
- (2) extensive and rapid dissemination of the new knowledge and establishment of knowledge networks which would facilitate public, private and academic institution interaction; and
- (3) collaborative relationships between academia and varied shareholders outside the academy.

The guiding principles are:

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(1) to maximize impact on the quality of education and economic development as a consequence of Idaho's investment in quality science, engineering and other research.

(2) to ensure accountability for the state's investment via demonstrable results.

**bii.** Support of research activities with public funds is important because:

(1) Research is important in the education of students at all levels.

At the graduate level, students master current knowledge and produce new knowledge. The higher the quality of research and scholarly or creative activity in which the student is involved, the higher quality of his/her education. In addition, the education of undergraduates is enhanced through their participation in research.

(2) Research plays an important role in maintaining and enhancing faculty quality.

Active participation in research by faculty prevents obsolescence. The saying that "research informs instruction" is meritorious. Research ensures that faculty stay abreast of current developments in their field. While faculty currency and vitality is important at all three degree levels, it is absolutely essential for those educating graduate students.

Effective training of future researchers at our universities and colleges requires faculty who are dedicated to teaching. In addition, because of the rapid generation of new knowledge, departments must have active research programs in order to teach students the latest scientific innovations and in order for university investigators to seriously compete for local, industrial and federally sponsored grants.

(3) Academic research contributes to economic development.

Economic development interests are most directly served by attention to applied research which itself is based on the results of basic research. Academic institutions traditionally provide assistance in solving problems as well as in developing new knowledge. It is important that all academic institutions, particularly Ph.D. granting institutions, continue to serve these functions.

**eiii.** The Board desires to increase the quality and quantity of research and to encourage continued public support of research in Idaho through application of the following principles:

(1) The quality and quantity of academic research produced is extremely dependent upon the research infrastructure.

(2) Faculty at Idaho's baccalaureate and post-baccalaureate institutions will be eligible to compete for research funds.

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div. The development and implementation of a statewide strategic plan for science and technology is a vehicle for identification of research objectives and areas

3c. Specific funding programs to strengthen research in Idaho

The Board recognizes that talent exists on all of the campuses and the importance of permitting competition for research support and initiation funds. Therefore, the Board will use the following criteria in allocating funds for research activities under this policy at the various institutions.

Additionally, any condition set forth in the legislative appropriation for these research programs must be demonstrably met by the programs and/or projects that are to receive the appropriation.

a.i. Infrastructure

A portion of the competitive research funding should be distributed to the state's baccalaureate and post-baccalaureate institutions to support their science, engineering and other research infrastructure. Distribution of these funds will be made according to percentages approved by the Higher Education Research Council. These funds should be reserved for library support essential to research, graduate research assistantships, post doctoral fellows, technician support, maintenance contracts, research equipment, competitively awarded summer research support, start up funds for new hires, and incentives to reward faculty for their research achievements.

bii. Specific Research Funding

Faculty members at the state's baccalaureate and post-baccalaureate institutions will have an opportunity to submit research project proposals for review under this program.

- (1) All projects under this program must demonstrate economic benefit or cost savings for the State.
- (2) A major focus under this program should be start up and seed funds that will assist a principal investigator in competing for external funding.
- (3) Collaborative research projects are encouraged.

Guidelines for this program will be established by the Higher Education Research Council, will incorporate an out-of-state peer review, and will include an evaluation component for commercial applicability for the benefit of the State.

eiii. Research Centers

Many important advances can only be made with the establishment of focused research centers. Centers typically involve at least three faculty members in conjunction with the necessary research equipment and support personnel. The funds needed to establish

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centers of this type are large and, in all probability, no more than one such center per year should be established in Idaho. Minimal state funding of \$250,000 per center per year for at least three years is essential to enable centers to become nationally competitive. This is clearly a minimal amount, which should be supplemented by non-state matching funds. Multiple year funding is essential for the establishment of these centers.

div. State Matching Awards

Under this program state funds would be available to match those awarded by non-state sources by using an external peer review process.

Examples of matching entities for the state matching funds would be:

- (1) Federal Agencies
- (2) EPSCoR projects e.g., National Science Foundation, National Institute of Health, Department of Energy, National Aeronautics and Space Administration, etc.
- (3) Foundations e.g., Murdoc, Northwest Area, Robert Wood Johnson Grants, etc.
- (4) Business and Industry
- (5) Other

ev. Post-Award Accountability

Any project receiving funding through any of the previously described Board sponsored programs will be required to report on its productivity with respect to such items as:

- (1) number of students involved;
- (2) number of faculty involved;
- (3) external funding earned as a result;
- (4) publications in refereed journals;
- (5) presentations at professional meetings and conferences;
- (6) patents awarded or pending;
- (7) economic benefits; or
- (8) problem resolution.

Reporting procedures will be established and administered through the Higher Education Research Council.

4d. State Research Council

In order to advise the Idaho State Board of Education on the implementation of the above strategies, an Idaho Higher Education Research Council, which reports to the Board through the Instruction, Research and Student Affairs Committee, shall be appointed by the Board.

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The assigned responsibilities of the Higher Education Research Council will include the following:

- (1) determine and distribute to all interested parties the guidelines for submission of proposals under the competitive programs;
- (2) organize the review procedures for proposals submitted under the guidelines mandated and recommend to the Board which of these proposals should be funded;
- (3) recommend ways in which cooperative inter-institutional graduate and research programs can be encouraged, developed, and sustained; and
- (4) monitor the productivity of each funded project to warrant continued funding and to provide accountability.

The membership of this Council shall consist of Presidents from each of the state's universities and the four-year college (University of Idaho; Idaho State University; Boise State University; Lewis-Clark State College), four non-institutional representatives selected from the general public who are committed to research, and a representative from the Office of Science and Technology. The State Board of Education shall appoint the four non-institutional representatives and a representative from the Office of Science and Technology who shall serve as an ex officio member with voting privileges. The chairman of the committee will be elected by the Council annually. Term length for the non-institutional members is three years.

2. Experimental Program to Stimulate Competitive Research (EPSCoR)

a. Overview

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR shall be subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

b. EPSCoR Mission

Idaho EPSCoR's mission shall be to stimulate systematic and sustainable improvements in Idaho's academic science, technology, engineering and mathematics (STEM) research capabilities for the purpose of establishing nationally prominent research competitiveness



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in selected areas eligible for support by the National Science Foundation and other federal and private sponsors. It is expected that EPSCoR investments shall harmonize with the research interests of Idaho's public universities, the State of Idaho, and Idaho's industries. The University of Idaho, Idaho State University, and Boise State University are Idaho EPSCoR partner institutions.

c. Idaho EPSCoR Committee

Idaho EPSCoR shall be guided by a committee appointed by the Board.

i. Duties and Responsibilities

The Idaho EPSCoR Committee shall serve under the direction of the Board and shall oversee the implementation of the Idaho EPSCoR program and office. The Idaho EPSCoR Committee is responsible for the selection and progress of EPSCoR projects funded by various federal agencies, in accordance with agency-specific guidelines. The committee shall establish policies and procedures to ensure that EPSCoR program goals and objectives are met. These policies and procedures shall be brought to the Board for approval. The committee will carry out the following EPSCoR objectives:

- (1) To catalyze key research themes and related activities within and among EPSCoR jurisdictions that empower knowledge generation, dissemination and application;
- (2) To activate effective jurisdictional and regional collaborations among academic, government and private sector stakeholders that advance scientific research, promote innovation and provide multiple societal benefits;
- (3) To broaden participation in science and engineering by institutions, organizations and people within and among EPSCoR jurisdictions; and
- (4) To use EPSCoR for development, implementation and evaluation of future programmatic experiments that motivate positive change and progression.

ii. Operating Procedures

The committee will meet in person annually, and more often by teleconference to fulfill its duties. The chair of the Idaho EPSCoR Committee may call additional meetings as necessary. The chair will appoint subcommittees as needed and delegate certain responsibilities to the project director. On a regular basis, the committee shall monitor the activities of the project director and provide direction as necessary.

The project director, under the direction of the chair, prepares the agenda, schedules each meeting of the committee and maintains a written record of the committee's activities.

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iii. Membership

Committee membership shall be constituted to provide for geographic, academic, business and state governmental representation. The committee shall consist of sixteen (16) members with voting privileges, composed of the following:

- The Vice President for Research or Chief Research Officer at the University of Idaho, Idaho State University, and Boise State University;
- One member from each chamber of the Idaho state legislature;
- One representative from Idaho National Laboratory;
- One representative from the Idaho Department of Commerce – such individual shall be focused on economic development;
- The remainder shall be representatives of the private sector who have a stake in developing the state's research infrastructure or who have experience in innovation and entrepreneurial activities, applied research and development, management and finance, or community economic development.

In addition, one representative of the Governor's office and one member of the Board shall serve on the committee as ex officio members without voting rights.

iv. Nominating Process

The Idaho EPSCoR committee will nominate candidates for committee membership for consideration by the Board. The list of candidates must be forwarded to the Board for consideration not less than 120 days prior to expiration of the term of committee member, or within 30 days after any vacancy.

(1) Incumbent Reappointment

In the event that the incumbent candidate is interested in reappointment and is eligible to continue serving, the nominating committee shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The Board may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures. If there is no incumbent seeking reappointment, or if the Board chooses not to reappoint an incumbent, the procedures are as outlined in item (2).

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(2) Open Appointment

- (a) The EPSCoR committee, on behalf of the Board, will advertise the vacancy in appropriate state, regional or local publications. Such advertisements will solicit interested persons to apply for the vacant position on the Idaho EPSCoR Committee.
- (b) Each applicant must provide a written statement expressing his or her interest in becoming a member of the committee. Each applicant must also provide evidence of his or her qualifications, and must identify his or her primary residence.
- (c) The EPSCoR committee will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of this review is to identify the most qualified candidates for Board consideration.
- (d) The EPSCoR committee will forward the qualified candidates, in order of preference, to the Board for consideration. The Board may provide for interviews of the candidates, or may make the appointments based on the recommendation of the EPSCoR committee.

v. Terms of Membership

Committee members shall serve five-year terms. An incumbent member may be nominated by the committee for re-appointment by the Board, but no member may serve more than three (3) consecutive terms. All terms, regardless of length, shall begin on July 1st and end on June 30th of the year(s) beginning or ending said term.

Appointments will be staggered to ensure that no more than one-third (1/3) of the appointments will become vacant in any given year. An appointee who has reached the end of his or her term shall remain in service as a committee member until reappointment, or until the appointment of a new member is named and approved by the Board. Officers will be nominated and elected by a vote of the committee.

d. Reporting

The committee shall prepare an annual report to the Board that details all projects by federal agency source, including reports of project progress from associated external Project Advisory Board (PAB).

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e. Idaho EPSCoR Office

Within guidelines specified by NSF and this policy, the EPSCoR committee shall determine and select an Idaho EPSCoR partner institution to serve as the lead institution which will house the project director for purposes of administering Idaho EPSCoR and providing support and resources to the Idaho EPSCoR Committee.

f. Idaho EPSCoR Project Leadership

The project director and any associate project directors are selected by and serve under the direction of the Idaho EPSCoR Committee.

The project director shall be a tenured faculty member of an Idaho EPSCoR partner institution whose qualifications must include: a successful research track record (grants and professional publications) in science or engineering, experience in research management and academic administration, and a successful record of dealing with various segments of academic institutions, government, industry, and the public.

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**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**AUGUST 20, 2009**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Proposed university policy to require first year students to live on campus.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.A.2.  
Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.

**BACKGROUND/DISCUSSION**

The policies of the State Board of Education and Regents of the University of Idaho delegate to the President of the University, the details of the internal management of the institution (SBOE Policy I.A.2), specifically including the organization, management, direction and supervision of the institution (SBOE Policy I.E.2).

The University has considered and the President has approved a proposed university policy to require all single undergraduate first-year students 21 years of age or younger to live on campus commencing with the fall semester of 2010. Attached hereto is a summary of the proposal for the new policy as well as a summary of the proposed exemptions.

**IMPACT**

University Housing projects approximately 100 more first-year students would be required to live in campus residence halls under the proposed policy. The additional residents living in a standard double room would generate \$390,200 for University Housing. The additional boarders choosing a standard meal plan would generate an additional \$294,800 to Campus Dining.

**ATTACHMENTS**

Attachment 1 – Summary of Policy Decision – Live On Campus	Page 3
Attachment 2 – Draft Exemptions Form	Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff has no comments or recommendations.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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# Live on Campus Requirement

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## Executive Summary

As part of a continuing effort to improve student retention and academic success, the University of Idaho is moving to implement a policy to require first-year students to live on campus. This summary describes issues related to this action.

1. First year students will be required to live on campus beginning fall semester 2010. Appropriate communication will take place with prospective students and their families during the next enrollment cycle.
2. During fall 2008, approximately 250 of 1709 new students lived off campus. Some new students will be exempted from this policy and examples of those exemptions are attached.
3. This action has been considered by Provost Council (Academic Deans), President's Cabinet, Academic Associate Deans, UI Parents Advisory Board, Student Affairs leadership, Academic Affairs leadership and Enrollment Management leadership.
4. A large number of peer and regional universities have employed this strategy to improve student success. Examples of other universities with this policy include Washington State University, Central Washington University, Montana State University, University of Montana, Colorado State University, University of Colorado at Boulder, University of Wyoming, and University of Nebraska.
5. The University of Idaho has the capacity to house approximately 660 more students on campus. Residence halls can accommodate 460 more students and the Greek system can accommodate approximately 200 additional students.
6. Other retention strategies to improve the quality of the first year experience will include:
  - a. An early warning system for new students;
  - b. Assign academic advisors to living groups to focus on first-year student concerns;
  - c. Create a support program for provisionally admitted new students;
  - d. Require new students who are placed on academic probation at the end of their first semester to participate in an academic success workshop before spring semester begins;
  - e. Expand new student orientation programs for fall 2010;
  - f. Establish a residence hall based intervention program for those students who display evidence of difficult transition to campus life.

## Discussion

The University of Idaho strives to promote academic excellence and student success by improving the first-year experience. We specifically seek to improve first-year retention from 79% to 85% by initiating several strategies to assist high risk students as well as supporting all new students who face the challenges of making transitions to a challenging university experience.

One of those actions will be to require first-year students to live on campus beginning fall semester 2010. First-year students will be able to select housing from among 23 residence halls, 9 sororities or 17 fraternities. Some students will be exempted from this requirement including those who live at home with parents, married and/or have children of their own, 21



years of age or older, have at least 30 college credit hours, or have an extremely unique circumstance which will be considered on a case by case basis.

University of Idaho has conducted research that supports this strategy. Research shows that students who live on campus during their first year are more likely to return for their sophomore year and are more academically successful. In fall 2008, as much as 86% of first-year students who lived in residence halls and the Greek system returned to the University of Idaho while only 59% of new students who lived off campus returned to the University of Idaho from the previous year. These research results are similar to national research that has been reported.

First-year students who live on campus are more connected to support services through academic advisors, residence hall staff and other living group leaders. They are also more fundamentally engaged in their educational experience by being involved in student activities, campus organizations, and intellectual activity. When new students live off campus, they typically live with two or three other new students who are similarly inexperienced in using campus resources and isolated from campus life resulting in their poor performance.



**First-Year Campus Residency Requirement  
Request for Exemption**

All students with less than 30 eligible credit hours (excludes dual credit and AP) at the time they enroll at the University of Idaho are required to live in an organized living group that is officially recognized by the University (residence halls, fraternities, and sororities) for one academic year. This policy is based upon the university’s philosophy that the student will gain a more complete educational experience as part of a residential campus. Further, both institutional and national research shows that students living on campus have a higher GPA and retention rate than students living off campus.

Students may request an exemption to the first-year residence requirement. Those exemptions under which a student may qualify include:

- 30 + credit hours at enrollment (excluding dual credit and AP)
- married and/or with children,
- 21 years or older,
- living at home with parents.

*The request should be made as soon as possible but no later than May 1 for fall semester enrollment and November 1 for spring semester enrollment.*

**First-year students not receiving an exemption and that do not reside on campus will be billed for room/board and all fees associated through the student’s bursar account.**

**Please print.**

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

University of Idaho ID#: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Current Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Reason for First-Year Residency Exemption Request:

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In order to verify your request and its legitimacy related to the exemption options, we HIGHLY encourage submissions to include additional documentation to help support the request.

**Exemption Request**

married and/or with children

living at home with parents

30 + credit hours at enrollment  
(excluding dual credit and AP)

**Supporting Documentation**

Copy of a marriage license, birth certificates showing birth parents

Name and address of family home. In addition a copy of phone or electric bill showing family members name and address

Transcript, official or unofficial

*I attest that all of the information I provided on this form is true. I acknowledge that it is a violation of University's Student Code of Conduct to provide false information. Furthermore, I understand that providing false information will void this request.*

Student Signature & Date: \_\_\_\_\_

Parent Signature & Date: \_\_\_\_\_

<p><i>Please Return the Completed Form and Documentation to: First-Year Residency Requirement/Dean of Students Office PO Box 442431 Moscow, Idaho 83844-2431 Phone: (208) 885-6757      Fax: (208) 885-9494</i></p>
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**AUDIT COMMITTEE  
AUGUST 20, 2009**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
	<b>UNIVERSITY of IDAHO REVISION TO FOUNDATION OPERATING AGREEMENT</b>	Motion to approve

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**AUDIT**  
**AUGUST 20, 2009**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Amended terms for Operating Agreement with University of Idaho Foundation

**REFERENCE**

October 9, 2008                      Board consideration and approval of Foundation agreements for BSU, ISU and University of Idaho

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The University of Idaho and the University of Idaho Foundation have been implementing the State Board of Education Governing Policies and Procedures V.E (Gifts and Affiliated Foundations). The Foundation has worked extensively with its legal counsel as well as through communication and cooperation with the University's General Counsel. During this time, both parties have made several changes in the way business is conducted. Both parties have also continued to review the provisions of the Operating Agreement and have identified several revisions for consideration. The following is a summary and brief explanation of the proposed changes, divided into categories of substantive and non-substantive revisions.

**I.            Substantive Revisions**

- a. Changes were made to more accurately reflect the Foundation's purposes and functions with regard to fundraising and management of funds. Related changes were also made to create consistency with the Foundation's Articles, Bylaws, and tax-exempt status. (*Changed provisions: third "WHEREAS" in recitals; Article I*)
  
- b. Changes were made to accurately reflect that the University, rather than the Foundation, is subject to Idaho State Board of Education (SBOE) rules and regulations and must obtain SBOE approval for certain actions. (*Changed provisions: fifth "WHEREAS" in recitals; Article II; Article IV.B.2; Article VI.D; Article VII.D*)
  
- c. Loaned Employees:
  1. The Foundation designated its Chairman, in addition to its Treasurer, as an individual with signature authority for the Foundation. The Foundation also specified that its Treasurer may delegate signature authority to other individuals consistent with its Bylaws, so long as no person with signature authority on behalf of the Foundation is an employee of the University,

**AUDIT**  
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- unless that employee is loaned to the Foundation. (*Changed provision: Article IV.D.1*)
2. The agreement acknowledges that the University may loan additional employees to the Foundation. (*Changed provision: Article III.A.1*)
  3. University employees loaned to the Foundation will have no function at the University other than to act in their capacity as employees loaned to the Foundation. (*Changed provision Article III.A.2.e.*)
  4. No University employee other than a loaned employee is permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees. (*Changed provision Article III.A.3.*)
- d. We removed reference to the 1975 Indenture agreement and continue discussions regarding accounting for the original CIT assets managed by the Foundation. This will allow for necessary flexibility in the event changes in accounting for these assets are necessary. (*Changed provision: Article IV.I*)
- e. Foundation legal counsel recommended revisions to various sections dealing with the Foundation's sharing of confidential information with the University. This recommendation was made for the purpose of (i) highlighting the separate nature of the Foundation and the University, (ii) protecting the Foundation's proprietary and confidential information—particularly donor and financial information; and (iii) clarifying that the Foundation is not a public agency and, accordingly, it may assert that its records are exempt from public records requests. (*Changed provisions: Article V.A, B, and F; Article VI.D*)
- f. Revisions were made so the terms upon which the Foundation would be dissolved would be consistent with its Articles, Bylaws, and information provided to the IRS. (*Changed provision: Article VIII.D*)

**II. Non-Substantive Revisions**

- a. The responsibilities of the University's designated Liaison were revised to more accurately reflect his or her responsibilities at the University. (*Changed provision: Article III.A.1.a and b*)
- b. The circumstances upon which the Executive Director will be hired or fired were revised to be consistent with the terms of the Loaned Employee Agreement (*Changed provision: Article III.A.2.d and e*)
- c. A number of other changes were made purely for clarity or stylistic purposes. These include, for example, renumbering, use of defined terms, and several instances of reworded phrases.

**IMPACT**

The University and the Foundation currently anticipate that a second University employee will be loaned to the Foundation and have authority, under the supervision of the Foundation Board, for financial transactions of the Foundation. This function will need to be transitioned out of the University's Trust and Investment Office. Administrative support for this position will continue to be supplied by University employees at this time.

The University and the Foundation will address the need to split cash management functions. The University is unique among state entities in that its constitutional status allows it to conduct cash management of its ongoing cash balances. The University realizes significant annual income from its cash management practices. Since the beginning of the Foundation, the University provided this service for the Foundation through the same individual. This function will also now be split between the University and the Foundation. There will need to be a transition period during which the University and the Foundation determine whether a loaned employee is the preferable mechanism or whether the Foundation should contract for cash management services as it does for other investment management services.

In addition to the functions of financial transactions and cash management, the parties anticipate that there may be other functions that may ultimately be transitioned from the University to the Foundation. This may involve the loaning of additional University employees to the Foundation at some time in the future.

The University does not anticipate a material financial impact on the University or the Foundation. The Foundation has always provided significant support payments for the University Trust and Investment Office employees who have served in operational capacities for the Foundation. While some portions of this support payment may need to be re-directed (such as back internally to the Foundation for a cash management function), the goal is to accomplish this transition and keep the Foundation's expenses for operation at approximately the same level.

In any event there will need to be a transition of functions currently being handled through the University's Trust and Investment Office. The University and the Foundation will accomplish this as expeditiously as is practical while maintaining the necessary operations of the Foundation and the University. We will continue to monitor the efficacy of the new operational structure and consider potential changes based on our experience. Any material changes will be presented to the Regents prior to implementation.



**AUDIT**  
**AUGUST 20, 2009**

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**ATTACHMENTS**

Attachment 1 – Operating Agreement text showing material changes from prior approved draft. Page 5

Attachment 2 – Full Operating Agreement as amended with all attachments Page 21

**STAFF COMMENTS AND RECOMMENDATIONS**

The operating agreement between the University of Idaho and the University of Idaho Foundation has been thoroughly reviewed by the Audit Committee.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by the University of Idaho for revisions to its Operating Agreement with the University of Idaho Foundation, and to authorize the transition of operating functions from the University to the Foundation as described in the materials presented to the Board, such transition to be accomplished as expeditiously as is practical while maintaining the necessary operations of the Foundation and the University.

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

**OPERATING AGREEMENT  
THE UNIVERSITY OF IDAHO AND  
THE UNIVERSITY OF IDAHO FOUNDATION, INC.**

This agreement ("Operating Agreement") is entered into effective the \_\_\_ day of \_\_\_\_\_ 2009 by and between the University of Idaho ("University") and the University of Idaho Foundation, Inc. ("Foundation"). The University and the Foundation are sometimes collectively referred to herein separately as a "Party" and collectively as the "Parties."

**WHEREAS**, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

**WHEREAS**, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

**WHEREAS**, the Foundation's mission of ~~includes the Foundation is to secure,~~ management and distribution of private support to enhance the growth and development of the University;

**WHEREAS**, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;

**WHEREAS**, the Idaho State Board of Education (~~"and the Board of Regents of the University of Idaho (collectively the "State Board")~~ has ~~have~~ promulgated Policies and Procedures to be effective as of July of 2008 ("State Board's Policies and Procedures") which are attached hereto as Exhibit "A";

**WHEREAS**, Section V.E.2.c. of the State Board's Policies and Procedures requires the University to enter into a written operating agreement with the Foundation that sets forth their operating relationship; and

**WHEREAS**, the Foundation and the University intend for this agreement to be the written operating agreement required by Section V.E.2.c. of the State Board's Policies and Procedures.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings herein, the University and the Foundation hereby agree as follows:

**ARTICLE I**

**FOUNDATION'S PURPOSES**

The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-

Laws, and the State Board's Policies and Procedures, the Foundation shall: (1) assist in the solicitation of, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable polices of the State Board; or (3) the role and mission of the University.

## ARTICLE II

### FOUNDATION'S ORGANIZATIONAL DOCUMENTS

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University. All amendments of such documents shall also be provided to the University ~~and the Regents of the University of Idaho ("Regents")~~. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

## ARTICLE III

### UNIVERSITY RESOURCES AND SERVICES

#### A. *University Employees.*

1. *Liaison:* The University's Vice President for University Advancement shall serve as the ~~University's~~ University's liaison to the Foundation  ~~(the "Liaison")~~. The duties and responsibilities of the Liaison are as follows:

a. The Liaison shall be responsible for ~~eordinating~~ communicating with the University's and Foundation regarding the Foundation's ~~University's~~ fundraising efforts and for ~~supervising and coordinating the~~ any administrative support provided by the University to the Foundation.

b. The Liaison or the Liaison's designee shall attend each meeting of the ~~Foundation's~~ Foundation's Board of Directors and shall report on behalf of the University to the ~~the~~ Foundation's Board of Directors regarding ~~the University's and Foundation's joint~~ fundraising efforts. The Liaison may also report other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.

2. *Executive Director:* The Executive Director of the Foundation is an employee of the University who is loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:

a. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.

b. The Executive Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.

c. The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Executive Director.

d. In the event the Executive Director resigns, is terminated according to the terms of the Loaned Employee Agreement, or otherwise leaves the employ of the University, hiring of the subsequent Executive Director shall be done in accordance with Foundation procedures, University procedures (including University equal employment procedures), and applicable law (including laws applicable to the University). The Foundation shall have the ability to terminate the Loaned Employee Agreement upon notice to the University as further set forth in the Loaned Employee Agreement. The Foundation must provide the University with prior approval to hire any employee that the Foundation and University intend to be a loaned employee before the University employs such individual.

e. The University and the Foundation may elect to enter into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "B." The additional loaned employees shall report to either the Foundation Board or the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees shall have no function at the University other than to act in their capacity as employees loaned to the Foundation.

d.f. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director's contract with the University, if any.

3. Limited Authority of University Employees. Notwithstanding the foregoing provisions, no University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice President or equivalent position) other than an employee loaned to the Foundation shall be permitted to

have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

B. *Support Staff Services.* The University shall provide administrative support in financial, accounting, investment and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement"). Except as specifically provided otherwise herein, all University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. *University Facilities and Equipment.* The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement.

D. *No Foundation Payments to University Employees.* Notwithstanding any contrary provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article.

## **ARTICLE IV**

### **MANAGEMENT AND OPERATION OF FOUNDATION**

A. *Gift Solicitation.*

1. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

2. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

B. *Acceptance of Gifts.*

1. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that would impose a binding financial or contractual

obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

2. *Acceptance of Gifts of Real Property.* The Foundation shall conduct ~~adequate~~ due diligence on all gifts of real property that it receives. All gifts of real property that are intended to be held and used solely by the University donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board before acceptance such gifts are accepted by either the University and/or the Foundation. The University shall be responsible for obtaining this approval by the State Board. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

3. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated Gift Administration Office (a unit of the University's Trust and Investment Office) in accordance with the Service Agreement.

C. *Fund Transfers.* The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors. All transfers and expenditures noted in this Section must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Foundation's sole mission to support the University.

1. *Restricted Gift Transfers.* The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.

2. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. The Foundation may make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in such Board's sole discretion.

D. *Foundation Expenditures and Financial Transactions.*

1. *Signature Authority.* The Foundation designates the Foundation Chairman and Treasurer as the ~~individual~~ individuals with signature authority for the Foundation in all financial transactions. The Foundation's Treasurer may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Foundation ~~may supplement~~ employee, an employee loaned to the Foundation, or change this designation with written notice to the a Foundation Board member who is not a University; provided, however, in employee. In no event may the person with Foundation signature authority for financial transactions be a University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice President or equivalent position)., unless such individual is an employee who is loaned to the Foundation.

2. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

E. *University Report on Distributed Funds.* On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

F. *Transfer of University Assets to the Foundation.* No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

1. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such gift shall be deposited in a University account and, except for transfers described in subsections 2 and 4 of this Section, State Board approval will be required prior to the University's transfer of such funds to the Foundation.

2. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (i) the gift is less than \$10,000, and (ii) the gift will be invested by the Foundation for scholarship or other general University support purposes. This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.



G. *Separation of Funds.* All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts and shall be kept in a secured database that is protected by separate password-only access. For convenience, however, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

H. *Insurance.* To the extent that the Foundation is not covered by the State of Idaho Retained Risk Program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

I. *Investment Policies.* All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the ~~Foundation's~~ Foundation's investment policy which is attached hereto as Exhibit "D"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "D". ~~Further, the Parties expressly acknowledge the Indenture, attached hereto as Exhibit "E", between the University and Foundation, dated May 20, 1975, transferring the assets of certain funds, trusts and endowments from the University to the Foundation and further acknowledge such shall be invested pursuant to the terms of this paragraph of this Operating Agreement.~~

J. *Organization Structure of the Foundation.* The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "E" and the Foundation's By-Laws dated January 30, 2009, which are attached at Exhibit "F." The Foundation agrees to provide copies of such Articles and By-Laws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "E" and Exhibit "F", respectively.

K. *Conflicts of Interest.* The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."

## ARTICLE V

### FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. *Access to Records.* The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, Foundation policies, and guidelines. The scope of this right~~In addition, upon request of the University shall be construed as broadly as reasonably~~



needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted accounting procedures if Foundation, the University should so require. Provided, however, shall execute a proprietary and confidentiality agreement and instruct its agents and employees that the University need not conduct an audit to all confidential information of the Foundation shall be provided such access but shall be provide such access at any time protected from disclosure. Except as specifically authorized under this agreement, the University's or the applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access shall not include donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation.

**B. *Records Management.***

1. The Parties recognize The University acknowledges that in most cases the University is the primary recipient and depository of confidential donor information. The Parties recognize, however, that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President. Notwithstanding the foregoing, the University acknowledges that in most cases the University is primary recipient and depository of confidential donor information. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

2. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, By-Laws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

a. Except to the extent that records are confidential (including confidential donor information), the Foundation agrees to be open to public inquiries for information that would normally be open in the conduct of University affairs and to provide such information in a manner consistent with the Idaho Public Records Law, set forth in Idaho Code Sections 9-337-9-350, except where otherwise required by state and federal law.

3. The Foundation's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties

understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to Public Records Statutes. Nothing in this Operating Agreement shall be construed as a waiver of the Foundation's right to assert exemption from these statutes.

C. *Name and Marks.* Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "The University of Idaho" and "The University of Idaho Foundation" and "The University of Idaho Foundation, Inc." in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

D. *Identification of Source.* The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

E. *Establishing the Foundation's Annual Budget.* The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing by the President of the University to the Foundation's Treasurer by April 1 of each year.

F. *Attendance of the University's President at Foundation's Board of Director Meetings.* The Foundation may invite the University's President shall be invited to attend all meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

G. *Supplemental Compensation of University Employees.* No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must be paid by the Foundation to the University and the University shall then pay or reimburse the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

## ARTICLE VI

### AUDITS AND REPORTING REQUIREMENTS

- A. *Fiscal Year.* The Foundation and the University shall have the same fiscal year.
- B. *Annual Audit.* The Foundation shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards Board principles as appropriate. The audit shall be conducted by an independent certified public

accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board of Directors. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

C. *Separate Audit Rights.* The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, A above.

D. *Annual Reports to University President.* ~~On a regular basis, which shall not be less than annually~~ Upon request, the Foundation shall provide a written report to the University President ~~and the Audit Committee of the State Board~~ setting forth the following items:

1. the annual financial audit report;
2. an annual report of Foundation transfers made to the University, summarized by University department;
3. an annual report of unrestricted funds received by the Foundation;
4. an annual report of unrestricted funds available for use during the current fiscal year;
5. a list of all of the Foundation's officers, directors, and employees;
6. a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
7. a list of all state and federal contracts and grants managed by the Foundation;
8. an annual report of the Foundation's major activities;
9. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
10. an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such year, and identification of any potential or threatened litigation involving the Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy.

## ARTICLE VII

## CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

A. *Conflicts of Interest Policy Statement.* The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."

B. *Dual Representation.* Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both Parties in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.

C. *Contractual Obligation of University.* The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

D. *Acquisition or Development of Real Estate.* The Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use ~~without~~ unless the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification by the University to the State Board required pursuant to this ~~paragraph~~ Section may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

## ARTICLE VIII

## GENERAL TERMS

A. *Effective Date.* This Agreement shall be effective on the date set forth above.

B. *Right to Terminate.* This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require

the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the Dispute Resolution mechanism described below (through reference to the Foundation's Chairman and the State Board) to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

C. *Dispute Resolution.* The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the University's President. If the Foundation's Chairman and University's President cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Foundation shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

D. *Dissolution of Foundation.* ~~Consistent with provisions appearing in the Foundation's bylaws and its articles~~ Upon dissolution of incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation, it shall transfer the balance of all property and assets of the Foundation for in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "no member, director, officer, or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], shall be vested, in the Board of Regents of the University of Idaho in trust, with the Regents for the use and benefit of the University. Any such assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose."

E. *Board Approval of Operating Agreement.* Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review

and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

F. *Modification.* Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

G. *Providing Document to and Obtaining Approval from the University.* Unless otherwise indicated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

H. *Providing Documents to and Obtaining Approval from the Foundation.* Unless otherwise indicated herein, whenever documents are to be provided to the Foundation or whenever the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

I. *Notices.* Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President of the University of Idaho  
University of Idaho  
P.O. Box 443151  
Administration Building Room 105  
Moscow, Idaho 83844-3151

To the Foundation:

Executive Director  
University of Idaho Foundation, Inc.  
714 W. State Street, Suite 240  
Boise, Idaho 83702

J. *No Joint Venture.* At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

K. *Liability.* The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

L. *Indemnification.* The University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees,

contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

M. *Assignment.* This Agreement is not assignable by either Party, in whole or in part.

N. *Governing Law.* This Agreement shall be governed by the laws of the State of Idaho.

O. *Articles, Sections, Subsections and Subparagraphs.* This Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I), Sections that are identified by an uppercase letter followed by a period (for example A.), subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subsections (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).

P. *Severability.* If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Q. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

University of Idaho

By: \_\_\_\_\_  
Its: President

University of Idaho Foundation, Inc.

By: \_\_\_\_\_  
Its: Chairman



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**OPERATING AGREEMENT  
THE UNIVERSITY OF IDAHO AND  
THE UNIVERSITY OF IDAHO FOUNDATION, INC.**

This agreement ("Operating Agreement") is entered into effective the \_\_\_ day of \_\_\_\_\_ 2009 by and between the University of Idaho ("University") and the University of Idaho Foundation, Inc. ("Foundation"). The University and the Foundation are sometimes collectively referred to herein separately as a "Party" and collectively as the "Parties."

**WHEREAS**, the Foundation is a nonprofit corporation incorporated on September 23, 1970, pursuant to the Idaho Nonprofit Corporation Act;

**WHEREAS**, the Foundation has been recognized as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code;

**WHEREAS**, the Foundation's mission includes the management and distribution of private support to enhance the growth and development of the University;

**WHEREAS**, the Foundation and the University desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds;

**WHEREAS**, the Idaho State Board of Education and the Board of Regents of the University of Idaho (collectively the "State Board") have promulgated Policies and Procedures to be effective as of July of 2008 ("State Board's Policies and Procedures") which are attached hereto as Exhibit "A";

**WHEREAS**, Section V.E.2.c. of the State Board's Policies and Procedures requires the University to enter into a written operating agreement with the Foundation that sets forth their operating relationship; and

**WHEREAS**, the Foundation and the University intend for this agreement to be the written operating agreement required by Section V.E.2.c. of the State Board's Policies and Procedures.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings herein, the University and the Foundation hereby agree as follows:

## ARTICLE I

### FOUNDATION'S PURPOSES

The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation and By-Laws, and the State Board's Policies and Procedures, the Foundation shall: (1) assist in the solicitation of, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes the Foundation shall not engage in activities that conflict with (1) federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) applicable polices of the State Board; or (3) the role and mission of the University.

## ARTICLE II

### FOUNDATION'S ORGANIZATIONAL DOCUMENTS

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University. All amendments of such documents shall also be provided to the University. Furthermore, the Foundation shall, to the extent practicable, provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws.

## ARTICLE III

### UNIVERSITY RESOURCES AND SERVICES

#### A. *University Employees.*

1. *Liaison:* The University's Vice President for University Advancement shall serve as the University's liaison to the Foundation (the "Liaison"). The duties and responsibilities of the Liaison are as follows:

a. The Liaison shall be responsible for communicating with the Foundation regarding the University's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

b. The Liaison or the Liaison's designee shall attend each meeting of the Foundation's Board of Directors and shall report on behalf of the University to the Foundation's Board of Directors regarding the University's fundraising efforts. The Liaison may also report other information to the Foundation's Board of Directors that is pertinent to the common goals of the University and the Foundation.

2. *Executive Director:* The Executive Director of the Foundation is an employee of the University who is loaned to the Foundation. All of the Executive Director's services shall be provided directly to the Foundation as follows:

a. The Executive Director shall be responsible for the supervision and control of the day-to-day operations of the Foundation. More specific duties of the Executive Director may be set forth in a written job description prepared by the Foundation and attached to the Loaned Employee Agreement described in subparagraph c below. The Executive Director shall be subject to the control and direction of the Foundation.

b. The Executive Director shall be an employee of the University and entitled to University benefits to the same extent and on the same terms as other full-time University employees of the same classification as the Executive Director. The Foundation shall reimburse the University for all costs incurred by the University in connection with the University's employment of the Executive Director including such expenses as salary, payroll taxes, and benefits.

c. The Foundation and the University shall enter into a written agreement, substantially in the form of Exhibit "B" hereto, establishing that the Executive Director is an employee of the University but subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to the Executive Director.

d. In the event the Executive Director resigns, is terminated according to the terms of the Loaned Employee Agreement, or otherwise leaves the employ of the University, hiring of the subsequent Executive Director shall be done in accordance with Foundation procedures, University procedures (including University equal employment procedures), and applicable law (including laws applicable to the University). The Foundation shall have the ability to terminate the Loaned Employee Agreement upon notice to the University as further set forth in the Loaned Employee Agreement. The Foundation must provide the University with prior approval to hire any employee that the Foundation and University intend to be a loaned employee before the University employs such individual.

e. The University and the Foundation may elect to enter into additional agreements for the loaning of additional employees to the Foundation by the University pursuant to terms substantially similar to the Loaned Employee Agreement attached as Exhibit "B." The additional loaned employees shall report to either the Foundation Board or

the Executive Director of the Foundation, in either case as determined by the Foundation Board and as specified in the additional loaned employee agreements. Such loaned employees shall have no function at the University other than to act in their capacity as employees loaned to the Foundation.

f. Termination of the Executive Director in accordance with the Loaned Employee Agreement shall constitute grounds for a termination proceeding by the University or for non-renewal of the Executive Director's contract with the University, if any.

3. *Limited Authority of University Employees.* Notwithstanding the foregoing provisions, no University employee other than an employee loaned to the Foundation shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees.

B. *Support Staff Services.* The University shall provide administrative support in financial, accounting, investment and development services to the Foundation, as set forth in the Service Agreement attached hereto as Exhibit "C" ("Service Agreement"). Except as specifically provided otherwise herein, all University employees who provide support services to the Foundation shall remain University employees under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a Loaned Employee Agreement. The Foundation will pay directly to the University the portion of the overhead costs associated with the services provided to the Foundation pursuant to the Service Agreement or as otherwise determined by the agreement of the Parties.

C. *University Facilities and Equipment.* The University shall provide the use of the University's office space, equipment and associated services to the Foundation's employees upon the terms agreed to by the University and the Foundation. The terms of use (including amount of rent) of the University's office space, equipment and associated services shall be as set forth in the Service Agreement.

D. *No Foundation Payments to University Employees.* Notwithstanding any contrary provision of this Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Article.

## ARTICLE IV

### MANAGEMENT AND OPERATION OF FOUNDATION

A. *Gift Solicitation.*

1. *Form of Solicitation.* Any and all Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax entity organized for

the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation's Board of Directors.

2. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University.

B. *Acceptance of Gifts.*

1. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the University's prior written approval of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University. Prior to any approval by the University, the University shall obtain approval of the State Board where State Board policy requires such approval.

2. *Acceptance of Gifts of Real Property.* The Foundation shall conduct due diligence on all gifts of real property that it receives. All gifts of real property that are intended solely by the donor to be developed for the University's use or to otherwise house facilities of any kind for the University's use shall be approved by the State Board before such gifts are accepted by either the University or the Foundation. The University shall be responsible for obtaining this approval by the State Board. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property.

3. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated Gift Administration Office (a unit of the University's Trust and Investment Office) in accordance with the Service Agreement.

C. *Fund Transfers.* The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Treasurer or other individual to whom such authority has been delegated by the Foundation's Board of Directors shall be responsible for transferring funds as authorized by the Foundation's Board of Directors. All transfers and expenditures noted in this Section must comply with Section 501(c)(3) of the Internal Revenue Code and be consistent with the Foundation's sole mission to support the University.

1. *Restricted Gift Transfers.* The Foundation may transfer restricted gifts to the University. Any such transferred restricted gifts will only be expended by the University pursuant to the terms of such restrictions. The Foundation shall inform the University officials into whose program or department restricted gifts are transferred of all restrictions on the use of

such gifts and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted gifts separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted gifts.

2. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. The Foundation may make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation's Board of Directors may determine in such Board's sole discretion.

D. *Foundation Expenditures and Financial Transactions.*

1. *Signature Authority.* The Foundation designates the Foundation Chairman and Treasurer as the individuals with signature authority for the Foundation in all financial transactions. The Foundation's Treasurer may also delegate signature authority on a temporary basis consistent with the Foundation's Bylaws to another Foundation employee, an employee loaned to the Foundation, or a Foundation Board member who is not a University employee. In no event may the person with Foundation signature authority for financial transactions be a University employee, unless such individual is an employee who is loaned to the Foundation.

2. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

E. *University Report on Distributed Funds.* On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

F. *Transfer of University Assets to the Foundation.* No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

1. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such gift shall be deposited in a University account and, except for transfers described in subsections 2 and 4 of this Section, State Board approval will be required prior to the University's transfer of such funds to the Foundation.

2. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.

3. The University has raised scholarship funds through a University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship purposes for which the funds were raised.

4. The University transfers to the Foundation any gift received by the University from a donor that meets the following criteria: (i) the gift is less than \$10,000, and (ii) the gift will be invested by the Foundation for scholarship or other general University support purposes. This subsection, however, shall not apply to payments by the University to the Foundation for University obligations to the Foundation, operating expenses of the Foundation or other costs of the Foundation.

G. *Separation of Funds.* All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using the Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts and shall be kept in a secured database that is protected by separate password-only access. For convenience, however, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

H. *Insurance.* To the extent that the Foundation is not covered by the State of Idaho Retained Risk Program, the Foundation shall maintain insurance to cover the operations and activities of its directors, officers and employees. The Foundation shall also maintain general liability coverage.

I. *Investment Policies.* All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit "D"; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy which updates shall also be attached hereto as Exhibit "D".

J. *Organization Structure of the Foundation.* The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation which are attached hereto as Exhibit "E" and the Foundation's By-Laws dated January 30, 2009, which are attached at Exhibit "F." The Foundation agrees to provide copies of such Articles and By-Laws as well as any subsequent amendments to such documents to the University. Any such amendments to the Articles and By-Laws shall be attached hereto as additions to Exhibit "E" and Exhibit "F", respectively.



K. *Conflicts of Interest.* The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."

## ARTICLE V

### FOUNDATION RELATIONSHIPS WITH THE UNIVERSITY

A. *Access to Records.* The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws, Foundation policies, and guidelines. In addition, upon request of the Foundation, the University shall execute a proprietary and confidentiality agreement and instruct its agents and employees that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this agreement or the applicable proprietary and confidentiality agreement between the University and the Foundation, the University's access shall not include donor specific data of the Foundation such that would provide individually identifiable information about donors or their donations made to the Foundation.

B. *Records Management.*

1. The University acknowledges that in most cases the University is the primary recipient and depository of confidential donor information. The Parties recognize, however, that the records of the Foundation relating to actual or potential donors contain confidential information. Such records shall be kept by the Foundation in such a manner as to protect donor confidentiality to the fullest extent allowed by law. Notwithstanding the access to records permitted above, access to such confidential information by the University shall be limited to the University's President and any designee of the University's President. The donor database and all other data, materials and information of the Foundation and the University pertaining to past, current or prospective donors, are proprietary to the Foundation and the University respectively and constitute confidential information and trade secrets. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of computer servers and software relevant to the database, in each case to the extent that these systems are in their respective control.

2. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, By-Laws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, and all other Foundation records as required by applicable laws.

3. The Foundation's Board of Directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The parties understand that the Foundation is not a public agency or a governing body as defined in the

Idaho Code and the Idaho Open Meeting Law and Access to Public Records Statutes. Nothing in this Operating Agreement shall be construed as a waiver of the Foundation's right to assert exemption from these statutes.

C. *Name and Marks.* Each Party hereby is granted a general, non-exclusive, royalty-free license to use the corporate name of the other, specifically: "The University of Idaho" and "The University of Idaho Foundation" and "The University of Idaho Foundation, Inc." in all activities conducted in association with or for the benefit of the other. Use of the other Party's name must be in manner that clearly identifies the Parties as separate entities, and neither Party may use the other Party's name to imply approval or action of the other Party. Neither Party may delegate, assign, or sublicense the rights granted hereunder without express written consent from the other Party. This license does not extend to any identifying marks of either Party other than the specified corporate name. Use of other marks must receive prior written approval.

D. *Identification of Source.* The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

E. *Establishing the Foundation's Annual Budget.* The Foundation shall provide the University with the Foundation's proposed annual operating budget and capital expenditure plan (if any) prior to the date the Foundation's Board of Directors meeting at which the Foundation's Board of Directors will vote to accept such operating budget. Any of the University's funding requests to the Foundation shall be communicated in writing by the President of the University to the Foundation's Treasurer by April 1 of each year.

F. *Attendance of the University's President at Foundation's Board of Director Meetings.* The Foundation may invite the University's President to attend meetings of the Foundation's Board of Directors and may act in an advisory capacity in such meetings.

G. *Supplemental Compensation of University Employees.* No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education. Any such payment must be paid by the Foundation to the University and the University shall then pay or reimburse the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

## ARTICLE VI

### AUDITS AND REPORTING REQUIREMENTS

A. *Fiscal Year.* The Foundation and the University shall have the same fiscal year.

B. *Annual Audit.* The Foundation shall have an annual financial audit conducted in accordance with Government Accounting Standards Board or Financial Accounting Standards

Board principles as appropriate. The audit shall be conducted by an independent certified public accountant who is not a director or officer of the Foundation. Such audit shall be conducted at the same or similar time as the University audit and shall be reported to the Foundation's Board of Directors. Such audit reports shall contain the Foundation's financial statements and the auditor's independent opinion regarding such financial statements. All such reports and any accompanying documentation shall protect donor privacy to the extent allowable by law.

C. *Separate Audit Rights.* The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University, at its own expense, may, at reasonable times, inspect and audit the Foundation's financial books and accounting records in accordance with Article V, A above.

D. *Annual Reports to University President.* Upon request, the Foundation shall provide a written report to the University President setting forth the following items:

1. the annual financial audit report;
2. an annual report of Foundation transfers made to the University, summarized by University department;
3. an annual report of unrestricted funds received by the Foundation;
4. an annual report of unrestricted funds available for use during the current fiscal year;
5. a list of all of the Foundation's officers, directors, and employees;
6. a list of University employees for whom the Foundation made payments to the University for approved purpose during the fiscal year, and the amount and nature of each payment;
7. a list of all state and federal contracts and grants managed by the Foundation;
8. an annual report of the Foundation's major activities;
9. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
10. an annual report of any actual litigation involving the Foundation during its fiscal year, identification of legal counsel used by the Foundation for any purpose during such

year, and identification of any potential or threatened litigation involving the Foundation limited to the extent necessary to protect attorney-client privilege and litigation strategy.

## ARTICLE VII

### CONFLICT OF INTEREST AND CODE OF ETHICS AND CONDUCT

A. *Conflicts of Interest Policy Statement.* The Foundation has adopted a written policy addressing the manner the Foundation will address conflict of interest situations. The Foundation's Conflict of Interest Policy is attached hereto as Exhibit "G."

B. *Dual Representation.* Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both Parties in transactions, or direct any other University employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not, however, prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for the Foundation's independent review, approval and use.

C. *Contractual Obligation of University.* The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University. University approval of any such contract shall comply with policies of the State Board with respect to the State Board's approval of University contracts.

D. *Acquisition or Development of Real Estate.* The Foundation shall not acquire or develop real estate for the University's use or otherwise build facilities for the University's use unless the University first obtains the approval of the State Board. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board, at the earliest possible date, of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification by the University to the State Board required pursuant to this Section may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 67-2345(1)(c).

## ARTICLE VIII

### GENERAL TERMS

A. *Effective Date.* This Agreement shall be effective on the date set forth above.

B. *Right to Terminate.* This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days prior written

notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the Dispute Resolution mechanism described below (through reference to the Foundation's Chairman and the State Board) to further attempt to negotiate a new agreement. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

C. *Dispute Resolution.* The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the University's President. If the Foundation's Chairman and University's President cannot resolve the dispute, then the dispute will be referred to the Foundation's Chairman and the State Board for resolution. If the dispute is not resolved by the aforementioned Parties, the University and the Foundation shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

D. *Dissolution of Foundation.* Upon dissolution of the Foundation, it shall transfer the balance of all property and assets of the Foundation in a manner consistent with its Articles of Incorporation, which state that in the event of dissolution of the Foundation, "no member, director, officer, or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the [Foundation] from any source, after the payment of all debts and obligations of the [Foundation], shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University. Any such assets not disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose."

E. *Board Approval of Operating Agreement.* Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and restatements of this Operating Agreement, shall be submitted to the State Board for review and approval no less frequently than once every two (2) years or more frequently if otherwise requested by the State Board.

F. *Modification.* Any modification to the Agreement or Exhibits hereto shall be in writing and signed by both Parties.

G. *Providing Document to and Obtaining Approval from the University.* Unless otherwise indicated herein, whenever documents are to be provided to the University or whenever the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

H. *Providing Documents to and Obtaining Approval from the Foundation.* Unless otherwise indicated herein, whenever documents are to be provided to the Foundation or whenever the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

I. *Notices.* Any notices required under this agreement may be mailed or delivered as follows:

To the University:

President of the University of Idaho  
University of Idaho  
P.O. Box 443151  
Administration Building Room 105  
Moscow, Idaho 83844-3151

To the Foundation:

Executive Director  
University of Idaho Foundation, Inc.  
714 W. State Street, Suite 240  
Boise, Idaho 83702

J. *No Joint Venture.* At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

K. *Liability.* The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.

L. *Indemnification.* The University and the Foundation each agree to indemnify, defend and hold the other Party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Party, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one Party who is working for the benefit of the other Party. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code Sections 6-901 et seq.

M. *Assignment.* This Agreement is not assignable by either Party, in whole or in part.

N. *Governing Law.* This Agreement shall be governed by the laws of the State of Idaho.

O. *Articles, Sections, Subsections and Subparagraphs.* This Agreement consists of text divided into Articles that are identified by roman numeral (for example Article I), Sections that are identified by an uppercase letter followed by a period (for example A.), subsections that are identified by a number followed by a period (for example 1.) and subparagraphs that are identified by a lower case letter followed by a period (for example a.). The organization is hierarchical meaning that a reference to a division of the document includes all of its subsections (for example a reference to a Section includes the Section and all of its subsections and subparagraphs).

P. *Severability.* If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Q. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this agreement on the above specified date.

University of Idaho

By: \_\_\_\_\_  
Its: President

University of Idaho Foundation, Inc.

By: \_\_\_\_\_  
Its: Chairman



**EXHIBIT "A"**

State Board's Policies and Procedures effective July of 2008

## Policies and Procedures

### **Section V Financial Affairs**

Please NOTE: This policy does not go into effect until July 2008. To read the current policy visit this link: [V.E. \(prior 7/2008\)](#)

#### **E. Gifts and Affiliated Foundations**

1. Purpose of the Policy.
  - a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions, school, and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions, school, and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions, school, and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions, school, or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in

## Policies and Procedures

every way possible with the work and mission of recognized affiliated foundations.

b. The Board recognizes that foundations:

1. Provide an opportunity for private individuals and organizations to contribute to the institutions, school, and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions, school, and agencies;
2. Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;
3. Provide an instrument through which alumni and community leaders can help strengthen the institutions, school, and agencies through participation in the solicitation, management, and distribution of private gifts; and
4. Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

## Policies and Procedures

- c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions, school, and agencies under the Board's governance, adopts this policy with the following objectives:
  1. To preserve and encourage the operation of recognized foundations associated with the institutions, school, and agencies under the Board's governance; and
  2. To ensure that the institutions, school, and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.
2. Institutional Foundations.

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an

## Policies and Procedures

institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board.

Technology transfer organizations, including the Idaho Research Foundation, are not subject to this policy.

a. Board Recognition of Affiliated Foundations.

1. The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.
2. Upon the effective date of this policy, the institution chief executive officer shall provide a list of current affiliated foundations and an implementation plan to bring each

## Policies and Procedures

foundation before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho, for one or more of the purposes previously described in this policy. Each foundation shall be brought into substantial conformance with these policies and, upon so doing, the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations.

- b. General Provisions Applicable to all Affiliated Foundations recognized by the Board.
  1. All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.

## Policies and Procedures

2. Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.
3. The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.
4. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.
5. Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be

## Policies and Procedures

transferred from an institution to a foundation without prior Board approval when:

- a. A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or
  - b. The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.
6. Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those



## Policies and Procedures

with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.

7. Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.
8. Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.
9. Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.

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10. The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.
11. A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.
12. Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions

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and regulations and all other applicable policies and guidelines.

13. Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.
14. Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.
15. Foundations shall make clear to prospective donors that:
  - a. The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and
  - b. Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in

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the foundation's governing board.

16. Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements.

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every two (2) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

## Policies and Procedures

1. Institution Resources and Services.
  - a. Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.

## Policies and Procedures

- b. Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:
  - i. Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation 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; and
  - iv. Development services, encompassing research, information systems, donor records, communications, and special events.
- c. Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so,

## Policies and Procedures

the details of such arrangements.

- d. Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.

### 2. and Operation of Foundations.

- a. Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.

## Policies and Procedures

- b. Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).
- c. liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
- d. Description of the investment policies to be utilized by the foundation, which 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 foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.
- e. Procedures that will be utilized to ensure that institution and foundation funds are kept separate.
- f. Detailed description of the organization structure of the



## Policies and Procedures

foundation, which addresses conflict of interest in management of funds and any foundation data.

3. Foundation Relationships with the Institutions.
  - a. The institution's ability to access foundation books and records.
  - b. The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
  - c. Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.
4. Audits and Reporting Requirements.

## Policies and Procedures

- a. The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- b. The procedure foundations will use for reporting to the institution chief executive officer the following items:
  - i. Regular financial audit report;
  - ii. Annual report of transfers made to the institution, summarized by department;
  - iii. Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
  - iv. A list of foundation officers, directors, and employees;

## Policies and Procedures

- v. A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - vi. A list of all state and federal contracts and grants managed by the foundation; and
  - vii. annual report of the foundation's major activities;
  - viii. An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and
  - ix. An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.
5. Conflict of Interest and Code of Ethics and Conduct.

## Policies and Procedures

A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

3. Foundations for Other Agencies and Idaho School for the Deaf and the Blind (ISDB).

Other agencies and ISDB under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' or school's

## Policies and Procedures

operating purposes. These agencies and school are subject to the same policies as the institutional foundations. However, agency/school foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies/school must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

#### 4. Idaho Educational Public Broadcasting System Foundations and Friends Groups.

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

- a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner

## Policies and Procedures

consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

- c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
  - d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
5. Acceptance of Direct Gifts.

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution, school, or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution, school, or agency. Gifts worth more than

## Policies and Procedures

\$500,000 must be approved by the Board. The chief executive officer of any institution, school, or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution, school, or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution, school, or agency and an affiliated foundation, as described more fully herein).

## **Additional Resources**

[User Guide \(.pdf\)](#)

[Role & Mission](#)

[Strategic Plan](#)

[Tracking Table](#)

[Guidance Memorandums](#)

[Mandatory Student Health Insurance](#)

Some of the documents here are available in Adobe Acrobat Reader format. A copy

[Policies/Procedures](#)

[Section I](#)

[Section II](#)

[Section III](#)

[Section IV](#)

[Section V](#)

[Section VI](#)

## Policies and Procedures

of Adobe's Acrobat Reader or plug-in for your browsers is required to read these documents. One can be obtained free of charge by visiting the following website:  
<http://www.adobe.com/products/acrobat/readstep2.html>

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[Bylaws](#)

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[Karen Echeverria](#)

Deputy Director

208-332-1567



**EXHIBIT "B"**

Loaned Employee Agreement

## SUB-COMMITTEE DISCUSSION DRAFT

**AGREEMENT FOR LOANED EMPLOYEE  
UNIVERSITY OF IDAHO/UNIVERSITY OF IDAHO FOUNDATION, INC.**

THIS AGREEMENT is entered into by and between the UNIVERSITY OF IDAHO, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and THE UNIVERSITY OF IDAHO FOUNDATION, INC. a nonprofit corporation (“UIF”) and is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**BACKGROUND**

A. UIF has asked University to make certain staff members available to fulfill various staffing requirements for UIF’s day-to-day operations.

B. University has agreed to loan its employee, \*\*\*\*\* (“Loaned Employee”), to UIF to act in the capacity of \*\*\*\*\* for UIF pursuant to the terms of this Agreement.

**AGREEMENT**

The parties agree as follows:

**1. Relationship between Loaned Employee and University.**

a. Status. At all times under this Agreement, Loaned Employee shall be an exempt, fiscal year employee of the University subject to all applicable policies and procedures of the Regents and the University. UIF shall have control over all aspects of Loaned Employee’s day to day work, and Loaned Employee shall devote 100% of his or her working time to performing services for UIF. Only University may terminate the employment of Loaned Employee. Notwithstanding the foregoing, UIF may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with UIF policies and procedures and applicable law. The parties acknowledge that University and Loaned Employee have agreed and acknowledged that Loaned Employee’s contract with the University is contingent upon continuation of this Agreement and in the event this agreement is terminated Loaned Employee’s contract with the University will also terminate. Loaned Employee will be considered a loaned employee under the worker’s compensation law of the State of Idaho.

## SUB-COMMITTEE DISCUSSION DRAFT

**b. Compensation.** University shall pay Loaned Employee a fiscal year salary rate of \$\*\*\*\*, payable on the regular bi-weekly paydays of the University, and subject to adjustment in accordance with the University's regular policies and procedures. Loaned Employee will be entitled to University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. UIF shall pay University for this cost as provided in Section 3 below.

**c. Travel Expenses.** University shall reimburse directly to Loaned Employee costs incurred for UIF travel that is approved in advance by the UIF or the University. UIF shall pay University for this cost as provided in Section 3 below.

**d. No Prohibition on Leasing Employee to UIF.** University represents and warrants to UIF that there is no agreement with Loaned Employee nor any University policy or procedure (including, without limitation, any agreement, policy, or rule of the Idaho State Board of Education, the Regents or the University) that prohibits the University from leasing Loaned Employee to UIF pursuant to the terms of this Agreement. University further represents and warrants that Loaned Employee is eligible for benefits as a full-time leased employee under the term of all applicable University benefit plans. University shall indemnify, defend, and hold UIF harmless from any breach of the foregoing representations.

## **2. Relationship between UIF and Loaned Employee.**

**a. Supervision.** Loaned Employee will work full time under the supervision and direction of the UIF Board of Directors. Loaned Employee will report directly to UIF President or her/his designee, who shall determine her/his duties to perform work for UIF.

**b. Performance Evaluations.** UIF will evaluate the performance of Loaned Employee on an annual basis at a time consistent with the annual reviews of exempt employees at the University. UIF will provide University with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.

## **3. Relationship between UIF and University.**

**a. Lease of Loaned Employee.** During the term of this Agreement, so long as Loaned Employee is employed by University, University shall make available to UIF the full time services of Loaned Employee, subject to University's continued employment of Loaned Employee. The furnishing of Loaned Employee shall not be considered a professional service of the University to UIF, nor shall University be considered a contractor of UIF.

**b. University to Provide Salary and Benefits.** As indicated above, University

## SUB-COMMITTEE DISCUSSION DRAFT

shall provide Loaned Employee with a fiscal year salary rate of \$\*\*\*\* and other University benefits to the same extent and on the same terms as other full-time University employees of her/his classification. University shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including, without limitation, withholding and payment of payroll taxes, unemployment compensation, worker's compensation coverage, social security, and providing any fringe and welfare benefit programs for Loaned Employee. University shall indemnify, defend, and hold UIF harmless for the payment of all items set forth in this Section 3(b) and any claims or losses resulting from the administration of any employee benefits pursuant to any applicable law, including without limitation the Fair Labor Standards Act, the Employee Retirement Income Security Act, and the Internal Revenue Code.

**c.** Reimbursement of Salary and Benefits by UIF. UIF will reimburse University for one hundred percent (100%) of the University's total cost of Loaned Employee's salary and benefits and any reimbursable costs such as travel expenses. Such costs will be billed annually and paid to the University in one annual installment. University shall maintain accurate books and account records reflecting the actual cost of all items of direct cost for which payment is sought under this Agreement. At all reasonable times, UIF shall have the right to inspect and copy said books and records, which the University agrees to retain for a minimum period of five (5) years following the termination of this Agreement.

**d.** Review of Loaned Employee's Status/Discipline/Termination for Cause. Loaned Employee shall at all times remain an employee of University. Accordingly, University shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between University and Employee. As provided above, UIF will conduct an annual review of Loaned Employee. UIF will provide a copy of any documents related to its evaluation to the University no later than fourteen (14) days after the evaluation is completed. Based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance, UIF may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with UIF policies and procedures and applicable law. If UIF makes such a determination, UIF shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason UIF is discontinuing the services of Loaned Employee.

**e.** Indemnification by UIF for Acts of Loaned Employee. University shall have no liability to UIF for loss or damage directly resulting from the fault, negligence, misconduct, or other acts of the Loaned Employee while Loaned Employee is performing

## SUB-COMMITTEE DISCUSSION DRAFT

activities on behalf of or at the direction of UIF. UIF therefore agrees to release, defend, indemnify and hold harmless the state of Idaho, University, its governing board, officers, employees, and agents, from and against any and all claims, demands, losses, damages, costs, expenses, and liabilities, for injuries (including death) to persons and for damages to property (including damage to property of UIF or others) arising out of or in connection with the activities of the Loaned Employee performed on behalf of or at the direction of UIF. Notwithstanding the foregoing, both parties may maintain any liability insurance coverage as it shall deem appropriate with respect to liabilities arising out of the acts or omissions of Loaned Employee.

**f. Compliance With Employment Discrimination Laws.**

- 1) UIF agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee as if Loaned Employee were an employee of UIF. UIF shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. UIF shall indemnify, defend, and hold University harmless from any claims or losses resulting from UIF's failure to comply with any applicable employment discrimination laws.
- 2) University agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee. University shall notify UIF within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination. University shall indemnify, defend, and hold UIF harmless from any claims or losses resulting from University's failure to comply with any applicable employment discrimination laws.

**4. General Terms**

**a. Term, Termination.** The term that University shall lease Loaned Employee to UIF shall extend to **\*\*\*\*\***, which is the term of employment specified in Loaned Employee's contract as an exempt employee of the University, unless it is terminated earlier upon the occurrence of any of the following:

## SUB-COMMITTEE DISCUSSION DRAFT

- 1) Notice to University Due to Loaned Employee Performance Problems. Pursuant to Section 3(d) above, UIF may discipline Loaned Employee by taking action up to and including termination of this Agreement for cause based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance. If UIF makes such a determination, UIF shall provide notice to the University that it will no longer lease the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason UIF is discontinuing the services of Loaned Employee.
- 2) Termination in the Event of Default. Either party may terminate the lease of Loaned Employee by University to UIF upon the material default of the other's performance provided that the non-defaulting party first provides the other with at least ten (10) day's notice of the default and an opportunity to cure such default within the notice period.
- 3) Discontinued Employment of Loaned Employee by University. The lease of Loaned Employee to UIF shall automatically terminate if Loaned Employee is no longer an employee of University for any reason.

The parties may extend the term of this Agreement at any time upon mutual agreement for a new term that is equal to the term of the Loaned Employee's renewed contract with the University. The UIF is under no obligation to extend the term of this Agreement for a new term, however, (in order to be consistent with University policies which call for at least 60 days notice if the University will not renew the Loaned Employee's employment agreement) in the event the UIF determines that it will not agree to an extension of the term of this Agreement the UIF will give University notice of its intention not to extend the term of this agreement at least 60 days prior to the expiration of the term of this Agreement. Failure to give the notice required hereunder shall NOT effect a renewal of the term of this agreement, rather it will only extend the term of this agreement long enough for 60 days notice to be given.

**b. No Third Party Beneficiaries.** The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable Regents and University policies, including but not limited to policies regarding nonrenewal of fixed term appointments and termination or discipline.

## SUB-COMMITTEE DISCUSSION DRAFT

c. Governing Law. This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Latah County.

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

**To UIF:**

University of Idaho Foundation, Inc.	Phone: (208) 364-4065
Chairman	Fax: (208) 364-4037
714 W. State Street, Suite 240	
Boise, ID 83702	

**To the University:**

University of Idaho	Phone: (208) 885-6155
Vice President for Advancement	Fax: (208) 885-4999
1106 Blake Avenue	
Moscow, ID 83844-3150	

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

e. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

f. Attorney's Fees. In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

g. Assignment. Neither party shall assign this Agreement without the prior written consent of the other.

SUB-COMMITTEE DISCUSSION DRAFT

**h.** Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.

**i.** Acknowledgment by Employee. This Agreement shall not be effective until it is executed by University and UIF and acknowledged by Loaned Employee pursuant to the signature blocks below.

Signature page follows.



SUB-COMMITTEE DISCUSSION DRAFT

The parties have executed this Agreement effective as of the date set forth above.

UNIVERSITY OF IDAHO  
FOUNDATION,

UNIVERSITY OF IDAHO  
INC.

\_\_\_\_\_  
Lloyd Mues, Vice President  
Finance and Administration

\_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
Christopher Murray, Vice President  
University Advancement

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Acknowledgment by Loaned Employee:**

Loaned Employee, by his or her signature below, acknowledges the terms of this Agreement between University and UIF and agrees that he or she is an employee of the University that is loaned to UIF pursuant to the terms of this Agreement. Loaned Employee further acknowledges that he or she is a 'loaned employee' pursuant to all state workman's compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by workman's compensation insurance held for the benefit of Loaned Employee by University, Loaned Employee will be precluded from recovering damages from UIF for such injury in accordance with applicable state workman's compensation laws.

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

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**EXHIBIT "C"**

Service Agreement

DISCUSSION DRAFT - SERVICES AGREEMENT  
UNIVERSITY OF IDAHO – UNIVERSITY OF IDAHO FOUNDATION

THIS SERVICES AGREEMENT is entered into by and between the REGENTS OF THE UNIVERSITY OF IDAHO, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (“University”), and THE UNIVERSITY OF IDAHO FOUNDATION, a private nonprofit corporation (“UIF”).

The University agrees to provide to the UIF the following administrative, financial, accounting, and investment support services.

1. Administrative support for UIF investment management function including support for UIF relationship with investment managers, brokerage accounts, securities custodial firms, brokerage firms, other financial institutions, and investment advisors, preparation of reports on investment detail, monitoring activities of investment managers, and accounting for investment transactions.
2. Administrative support for UIF endowment/trust and gift management functions (including Consolidated Investment Trust – CIT) including analysis of endowment/trust and gift agreements to assist UIF in considering approval, maintenance of UIF endowment files, accounting and database management for UIF endowments/trusts, preparation of reports of UIF endowment/trust activities, earnings and status, preparation of endowment/trust earnings estimates for UIF report to UI Financial Aid, support for UIF investment committee, preparation of cash management earnings estimates for the UIF finance committee.
3. Administrative support for management of UIF charitable remainder trusts and gift annuities, including calculation of charitable gift amounts and payment schedules, support for federal tax reporting, calculations of payments to trust income beneficiaries, and preparation of reports for trust donors.
4. Administrative Support for UIF general accounting, including cash receipt and disbursement processing, preparation of financial statement and work papers for external audit, support for UIF Audit Committee and Finance Committee, support for UIF tax return filing (separate from tax reporting for individual trusts in which UIF is the Trustee), support for UIF management of real property and other non-cash assets.
5. Administrative support for UIF gift accounting, including establishing UIF gift accounts, preparation of gift revenue reports and reconciliation between UIF and UI, assist with transfers of gift funds to UI, assist with monitoring gift fund use to ensure compliance with wishes of donor, UIF policies and applicable laws.
6. Administrative support for UIF gift acceptance committee including analysis for evaluation of proposed gifts of real estate and analysis of gifts with unusual restrictions and/or financial/legal consequences, assist with transfers of gifted marketable securities and approved real estate to UIF, assist with receipt of distributions from estates and trusts to UIF.
7. Administrative support for UIF gift receipting and acknowledgment including depositing cash, checks and credit card payments into UIF accounts, receipt,

verification and valuation of marketable securities gifted to UIF, issuing contribution receipts and acknowledgements to UIF donors, assist with training UI personnel in gift transmittal policies and procedures.

All University employees who provide support services to the UIF shall remain University employees under the direction and control of the University.

The University will supply the facilities, equipment, software and operating supplies necessary for the University employees supplying the above support services to the UIF, the nature and location of which shall be in the University’s discretion. In addition, the University shall furnish office space and office equipment for use by the UIF’s Managing Director the nature and location of which shall be subject to agreement of the parties.

The UIF will pay directly to the University a reasonable consideration for the the services, facilities, equipment, software and operating supplies provided to the UIF pursuant to the Service Agreement based upon agreed upon budgets for the services and operations described herein. In conjunction with the University’s annual budget process, the University will prepare and present to the UIF for consideration and acceptance an operating budget for the services and operations to be provided under this Agreement upon which the consideration shall be based.

This Services Agreement shall be effective as of the date of the last signature thereto and shall continue in annual terms matched to the University’s fiscal year until terminated by either party. This Services Agreement may be terminated by either party upon written notice of termination, such termination to be effective \_\_\_\_ days after notice thereof. This Services Agreement shall also terminate at the same time as any termination of the Memorandum of Understanding between the University and the UIF dated \_\_\_\_\_. In the event of termination, all obligations of the parties hereto shall cease as of the date of termination except for obligations for payment or reimbursement which accrued prior to the date of termination.

UNIVERSITY OF IDAHO

UNIVERSITY OF IDAHO FOUNDATION

\_\_\_\_\_  
Lloyd Mues, Vice President  
Finance and Administration

\_\_\_\_\_  
William G. Gilbert, Jr, Chairman

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

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

**EXHIBIT "D"**

Investment Policy

# **University of Idaho Foundation, Inc.**

## **POOLED ENDOWMENT FUNDS Statement of Investment Policy and Management**

Presented by the  
Investment Committee

and

Adopted by the  
University of Idaho Foundation, Inc.  
Board of Directors

January 25, 2008

First Adopted November 18, 1995, Amended March 8, 1996, October 25, 1997, March 13, 1998,  
September 30, 2000, April 20, 2001, October 17, 2003, September 16, 2005, January 25, 2008

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## **BACKGROUND:**

On September 17, 1970, The University of Idaho Foundation, Inc. (Foundation) was incorporated under the laws of the State of Idaho as a non-profit organization exempt from Federal tax under section 501(c)(3) of the Internal Revenue Code. The Foundation is governed by a Board of Directors. The Foundation's sole purpose is to support the University of Idaho (University) by the means at its disposal with an emphasis on soliciting financial support for the University and managing and investing the securities, monies and real and personal property it receives from such sources, and to expend its resources, beyond that required to cover the costs of its operation, to and for the benefit of the University.

The University is governed by the Regents of The University of Idaho (Regents) and is a constitutional corporation organized and existing under and by virtue of the Constitution of the State of Idaho. The University is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, as an educational organization.

The Consolidated Investment Trust (C.I.T.) was established by the Regents in July 1959, when the assets of 25 individual endowments having a combined market value of \$441,460 were pooled for investment purposes only and in return were issued unit participation shares in an investment account called the C.I.T. The purpose for creating the C.I.T. was to provide a well-managed, diversified investment vehicle owned entirely by endowments.

Effective July 1, 1975, the Regents transferred the assets of the C.I.T. to the Foundation. Upon accepting the C.I.T., the Foundation Board of Directors established an Investment Committee and charged it with the responsibility of monitoring and guiding the C.I.T.'s investment policy.

## **INVESTMENT POLICY:**

**Introduction:** The Foundation Investment Committee developed this policy through careful study and consideration of the returns and risks associated with alternative investment strategies in relation to the current and projected income needs of University and Foundation activities which are supported by the endowments. The policy provides a structure within which the funds may be managed to achieve the long term investment and financial objectives of all pooled endowment funds. The Foundation is committed to ensuring the assets of the pooled endowment funds are fully diversified and are managed efficiently and prudently by qualified investment personnel.

Because of the perpetual nature of endowments, decisions with regard to investment management and performance of all pooled endowment funds must focus on long-term goals and objectives which safeguard endowment principal and maximize returns which support the education, research, and service missions of the University.



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It is noted that the Foundation may accept and administer endowments and/or trusts which for various reasons are not invested in the C.I.T. or other pooled endowment funds. In those rare instances, the Investment Committee shall ensure the assets of said endowments/trusts are invested in a prudently and fiscally sound manner and are administered in accordance with the terms and conditions stipulated in the individual endowment/trust agreement which exists for each.

**Objectives:** The specific objectives of all pooled endowment fund investments are to:

1. provide a regular and reliable source of funding to meet the goals and objectives of the endowments which own pooled endowment fund unit participation shares,
2. target a long-term total rate of return that is, as a minimum, net of fees, at least five percent (5%) greater than the rate of inflation as measured by the Consumer Price Index (CPI),
3. maintain or increase the purchasing power of the corpus after withdrawals are taken, and
4. keep in perspective the long-term (ten year or longer) investment objectives when evaluating interim fluctuations.

**Spending Policy:** An endowment spending policy determines how the endowment payout amount will be calculated, including how much of the total return will be distributed to support the purposes of the endowment and how much will be reinvested. It is the intent of the Investment Committee to achieve a balance between the endowment growth objectives and stability in the annual investment revenue available for spending in support of the specified purposes of the endowments which own unit participation shares. A spending policy in conjunction with the investment policy is intended to help achieve this balance thereby allowing greater predictability in allocation planning.

*C.I.T. Endowment Classes:* The spending policy for each endowment is determined by the endowment agreement that exists for each endowment owning C.I.T. unit participation shares. There are two “classes” of endowments:

1. *“Old” or “Traditional” Language:* Most endowments that were created prior to 1996 stipulate that realized income is to be distributed and that all realized capital gains are to be reinvested as principal. Accordingly, the spending policy for these is to annually distribute all of the net realized income from dividends and interest to support activities and programs specified in the endowment agreements. Net realized capital gains, unless stated otherwise in the endowment agreements, are returned to the principal of the endowments and reinvested. The principal of all C.I.T. endowments is inviolate. The C.I.T. distributions are made on a unit participation share pro-rata basis.
2. *“New” or “Flexible” Language:* Most endowment agreements written since 1996 and some of the older endowments include more flexible language that allows for distributable earnings to be calculated in accordance with policy established by the Foundation’s governing board.

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In September 2000, the Foundation Board of Directors determined that a spending rate for “new” or “flexible” endowments will be established annually by the Foundation Board of Directors based upon the recommendation of the Investment Committee. The target spending rate, net of fees, will be four and a half percent (4.5%) of the three-year rolling average fair market value of the C.I.T.

*Assessment for Administration and Investment Management Expenses:* Each endowment participating in the C.I.T. will annually be assessed 75 basis points (.75%) of its three-year rolling average fair market value to pay for expenses associated with the administration and investment management of the C.I.T.

*Assessment for Foundation Operations:* Each “New” or “Flexible” Language Endowment will annually be assessed 50 basis points (.50%) of its three-year rolling average fair market value to be allocated to the Foundation for expenses including but not limited to operating costs and fund raising/development expenses.

**Investment Management Expenses:** Investment management expenses will be paid from the following sources: 1) the 75 basis points assessment described above; 2) revenues generated by commission recapture, and 3) temporary investment of realized investment earnings.

**Asset Allocation Guidelines:** The asset allocation process includes: 1) the selection of asset categories, i.e., domestic and international equities, fixed-income funds, real estate, private equity, other alternative investments and cash and/or cash equivalents; and 2) the percentage of the total portfolio for each asset category. Once the asset allocation has been determined by the Investment Committee, the selection of individual investments within each class is the responsibility of the investment managers. The Investment Committee is responsible for determining strategic (long-term) asset allocation, which focuses on the optimal combination of asset classes that is consistent with the Foundation’s risk-return preference and the time horizon.

Asset allocation includes the establishment of risk tolerance and the maximization of the long-run productivity of the pooled endowment fund’s portfolio. This determination, in conjunction with the spending policy, is the basis for balancing the investment policy to assure the growth and financial stability of the endowment in perpetuity.

The asset allocation as shown below will be reviewed at least annually by the Investment Committee, rebalanced, and reported to the Foundation Board.

### ASSET ALLOCATION TARGETS

#### Asset Allocation @ Market

<u>Asset Category</u>	<u>Minimum</u>	<u>Target</u>	<u>Maximum</u>	<u>Performance Benchmark</u> (net of fees)
<b>Equities</b>	<b>38%</b>	<b>43%</b>	<b>48%</b>	
<i>Broad US Equity</i>		30%		Russell 3000 Index
<i>Non-US Equity</i>		13%		MSCI EAFE Index
<b>Fixed Income</b>	<b>35%</b>	<b>40%</b>	<b>45%</b>	<b>Lehman Aggregate</b>
<b>Alternative &amp; Real Estate Investments</b>	<b>14%</b>	<b>17% (1)</b>	<b>20%</b>	
<i>REIT's</i>		6%		FTSE NAREIT Composite REIT
<i>Private Equity/Other</i>		11%		Russell 3000 + 5%
<b>Cash and Cash Equivalents</b>	<b>0%</b>	<b>0%</b>	<b>10%</b>	<b>90-day T-Bill</b>
<b>Total</b>		<b>100%</b>		

(1) Achievement of this target is expected to take 3 to 5 years.

## **INVESTMENT MANAGEMENT:**

**Foundation Board of Directors:** With regard to investment policy, the board is responsible for establishing and delegating the duties of the Investment Committee and for approving investment policies based on recommendations by the Investment Committee.

### **Investment Committee:**

The Investment Committee is responsible for managing the investment process in a fiscally responsible and prudent manner with regard to preserving principal while providing reasonable investment returns. The committee shall establish the policy to include, but not be limited to, selection of acceptable asset classes, allowable ranges of holdings in each asset class and by individual investment managers as a percent of assets, the determination of acceptable securities within each asset class, and investment performance expectations.

The committee will communicate in formal contracts the policy and performance expectations for each investment manager, and will review investment performance regularly to assure policy compliance. Performance will also be regularly evaluated to judge investment managers.

The Investment Committee is a standing committee of the Foundation. It generally meets three or four times a year with the staff from the University Trust and Investment Office (TIO). Membership of the Investment Committee shall be structured to assure investment acumen, continuity and opportunities for service.

The Investment Committee shall consist of a minimum of seven voting members including the Chairman of the Foundation, the Vice Chairman of the Foundation and a University of Idaho College Dean. The Treasurer of the Foundation and the Managing Director of the Foundation shall be included as non-voting members. Additional committee members shall be appointed by the Foundation's Chairman and approved by the Foundation Board of Directors. The chairman of the committee shall be appointed by the Foundation's Chairman and approved by the Foundation Board of Directors.

The primary responsibility of the Investment Committee is to oversee and provide guidance for the investment of Foundation assets. Its major responsibilities are:

1. Recommending investment goals and objectives to the Board of Directors.
2. Formulating investment policy (asset allocation, spending policy, and level of risk).
3. Selecting and hiring investment managers and reviewing their performance.
4. Establishing performance measurement criteria for investment managers and the overall portfolio.
5. Terminating investment managers.
6. Selecting, hiring and terminating investment advisory consultants.

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**Trust & Investment Office:** The Trust & Investment Office (TIO) is responsible for the day-to-day stewardship of all funds and/or finances of the Foundation, including the fiduciary responsibility for all funds so designated to be in trust.

The TIO has the responsibility to comply with: applicable state and federal laws and regulations; Regents' regulations and requirements; University of Idaho policies and procedures; donor requirements; generally accepted accounting and financial management principles; the Foundation's Articles of Incorporation and the Foundation's by-laws.

Specifically with regard to the investment responsibilities, the TIO will oversee the administration and support of those functions essential to sound financial management of all Foundation funds, including pooled endowment funds, such as fiscal planning, budgeting, receipting and disbursing of funds, and investing/managing assets to include custodial and accounting functions.

The Foundation Board of Directors shall authorize specific individual(s) to endorse securities/stock or bond powers for sale, transfer, merger or other lawful purposes and to open or close brokerage accounts and accounts with commercial banks, as necessary to implement investment decisions and transact business in the name of and on behalf of the Foundation.

The TIO will, under the direction of the Investment Committee, provide and/or arrange for the following services: conducting selection processes for investment management; review, assess, and present to the Investment Committee analysis data about investment performance; analyze and present discussion agendas regarding modifications to the investment policy, especially the allocation matrix and spending policy; negotiate the management fee structure; and provide desired accounting and reporting to the Investment Committee and Foundation Board of Directors.

**Investment Managers:** The pooled endowment funds will be managed by qualified investment management personnel/investment management organizations. The investment managers have discretion, within the guidelines set forth in this investment policy statement and any additional guidelines provided each manager, to manage the assets in each portfolio to best achieve the investment objectives established by the Investment Committee. The investment managers shall be responsible for determining investment strategy and implementing security selection and the timing of purchases and sales within the policy guidelines set forth in this statement and as otherwise provided by the Investment Committee.

Each investment manager will be provided a copy of this statement of investment policy. In turn, as part of the investment management contract that will govern the allocated portfolio, each investment manager is to be provided a written statement of the Foundation's expectations, stated in terms of the objectives and comparative benchmarks that will be used to evaluate performance and the allowable investment vehicles that can be used to achieve these objectives.

**Investment Managers - General Guidelines:** These guidelines shall apply to all investment managers, unless addressed otherwise in individual management contracts.

Parameters:

1. All managers shall have discretion to invest in cash reserves; however, managers will be evaluated on total funds investment performance.
2. Cash and short-term instruments maturing in less than 360 days shall be restricted to a maximum of 10% of total assets except for brief periods and for temporary defensive purposes.
3. Mutual funds and other pooled asset portfolios are acceptable investment vehicles provided they conform to all other requirements and restrictions.
4. US equity holdings shall be restricted to readily marketable securities of corporations that are actively traded on the major US exchanges including National Market System Stocks. US equity holdings may include American Depository Receipts traded on US Exchanges. Preferred and convertible preferred stocks may be held. Publicly traded Real Estate Investment Trust (REIT) shares may be held and are considered part of the allocation to stocks. There is no minimum market capitalization for holdings of individual issues. However, each holding shall be of sufficiently low percentage of average daily trading volume to ensure sale on favorable terms at the appropriate time.
5. At least 75% of all non-US equity holdings shall be highly liquid securities issued by corporations headquartered in countries included in the Morgan Stanley Capital International Europe, Australia, Far East Index and Canada. Up to 25% of non-US equity holdings may be issues purchased and sold on exchanges in other countries that offer a ready market for individual issues and have no restrictions on the transfer of funds to and from the US. Managers holding non-US dollar denominated securities are permitted to employ currency hedging strategies.
6. Fixed income investments shall be marketable securities which may include, but not necessarily be limited to US Treasury, federal agencies and US Government guaranteed obligations, sovereign debt, and domestic and foreign corporate issues including convertibles. Mortgage pass-throughs and collateralized debt obligations may be held. Quality preferred stock issued by domestic corporations may also be held. The overall rating of the fixed income assets will be at least "A" as measured by a nationally recognized rating agency. In cases where the yield spread adequately compensates for additional risk, BAA or BBB and below and non-rated securities may be purchased. However, no more than 30% of the holdings shall be in securities whose credit rating is less than BAA- or BBB-.

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7. Cash equivalent reserves shall consist of cash instruments having a quality rating by at least one rating agency of A-2, P-2 or higher, maturing in 360 days or less.
8. The following securities and transactions are not authorized: letter stock and other unregistered equity securities; commodities or commodity contracts; short sales or margin transactions.
9. Financial options and futures may be employed in defensive and hedge strategies undertaken to preserve principal.
10. An investment manager shall not use derivatives to increase portfolio risk above the level that could be achieved in the portfolio using only traditional investment securities. Moreover, an investment manager will not use derivatives to acquire exposure to changes in the value of assets or indexes that, by themselves, would not be purchased for the portfolio. Under no circumstances will an investment manager undertake an investment that is non-covered or leveraged to the extent that it would cause portfolio duration to exceed normal duration limits. Investment in "exotic" derivatives with unstable durations is prohibited. These include IO's, PO's, Inverse IO's, and Inverse Floaters. Conventional classes of CMO's are allowed.

**Diversification:** Investments shall be diversified with the intent to minimize the risk of large realized and unrealized losses to the invested assets. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holding in individual issues, corporations, or industries.

1. Not more than 5% of the total equity portfolio valued at market may be invested in the common stock of any one corporation.
2. Not more than 5% of the total outstanding shares of any one company may be held.
3. Not more than 20% of the equity portfolio valued at market may be held in any one industry category.
4. Fixed income securities of any one issuer shall not exceed 5% of the market value of the total bond portfolio at the time of the purchase (except US Treasury or other federal agency issues).
5. Holdings of any individual fixed income issue must not exceed 5% of the value of the total issue (except US Treasury or other federal agency issues).

**Volatility:** Consistent with the desire for adequate diversification, the investment policy is based on the assumption that the volatility of the combined equity portfolios will be similar to that of the market opportunity available to institutional investors with similar return objectives. Fixed income portfolio durations may exceed that of the market even though the volatility of fixed income portfolios, under these conditions, may be greater than the market.

Voting of Proxies: The Investment Managers shall vote shareholder proxy ballots.

Execution of Security Trades: The Investment Committee expects the purchase and sale of securities by investment managers to be made in a manner designed to receive the combination of best price and execution.

### **MONITORING AND EVALUATION:**

**Overall Portfolio:** This will entail a review of the investment objectives. Investment performance will be reviewed annually to determine the continued feasibility of achieving the investment objectives and the appropriateness of the investment policy for achieving these objectives.

It is not expected that the investment policy will change frequently. In particular, short-term changes in the financial markets should not require any adjustment in the investment policy.

**Managers:** The TIO will provide monthly investment activity reports to the Investment Committee, including a breakdown by each investment manager. The Investment Committee shall meet on a periodic basis with the Foundation's investment advisory consultant and TIO staff to review total assets and individual manager performance. Performance reviews will focus on:

1. Comparison of managers' results to funds using similar policies (in terms of diversification, volatility, style, etc.).
2. Manager and total assets adherence to the policy guidelines.
3. Material changes in the manager organizations, such as investment philosophy, personnel changes, acquisitions or losses of major accounts, etc.
4. Evaluate performance on a minimum rolling three to five-year investment horizon to judge interim fluctuations with an appropriate perspective.
5. Evaluate performance relative to performance benchmarks that realistically reflect the market of each investment portfolio.

The Investment Managers shall keep the Investment Committee advised of any material changes in personnel, investment strategy, or other pertinent information potentially affecting performance of all managers.

**Performance Expectations:** The most important performance expectation is the achievement of long-term investment results that are consistent with this Investment Policy Statement. The C.I.T. will be compared to a blended benchmark that represents the target asset classes. The



C.I.T. is expected to meet or exceed the passive policy benchmark over a majority of rolling three- and five-year periods. Implementation of the policy will be directed toward achieving this return and not toward maximizing return without considering the risk.

The Investment Committee recognizes that this real return objective may not be meaningful during some time periods. In order to ensure that investment opportunities available over a specific time period are fairly evaluated, comparative performance statistics will be used to evaluate investment results. The Investment Committee expects each manager to meet or exceed their passive index and the median of their respective performance evaluation universe. This performance should be achieved over a majority of rolling three to five year periods.

### **ACCOUNTING AND REPORTING**

In addition to retaining competent investment managers, essential elements of a successful portfolio include proper accounting, investment activity reporting, performance reporting and internal activity reporting. These functions are provided to the Foundation by financial systems and personnel of the TIO.

#### **Annual Audit:**

1. The accounting records for the pooled endowment funds will be maintained in conformity with generally accepted accounting principles and reporting standards, and will be audited annually by the same independent external auditors who audit the Foundation's financial statements.
2. The annual audited financial statements and auditor's letter to management will be presented at the Foundation's annual meeting.
3. The internal controls utilized by the Foundation will be adapted to meet the needs of all pooled endowment funds and will be routinely reviewed by external auditors for appropriateness.

#### **Investment Pool:**

1. Endowments which own pooled endowment fund unit participation shares will be separately accounted for -- each will have their own separate fund identification and subaccounts which detail uninvested cash, fund balance invested in a pooled endowment fund, and total fund balance.
2. Endowments which have cash available for investing in a pooled endowment fund will be allowed to purchase unit participation shares at their fair market value on the first day of each month.

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3. The fair market value of a unit participation share will be determined as of the close of business on the last working day of each month. The share value will be determined by valuing the pooled endowment fund's portfolio at market and dividing that market value by the number of permanent unit participation shares outstanding.
4. The pooled endowment fund's annual spending distributions will be made based on the number of distribution unit participation shares owned by each endowment.
5. The TIO will ensure idle cash is fully invested until needed for distributions at year end, and for transfer to a pooled endowment from individual endowments to purchase unit participation shares.
6. The TIO will receive all broker/custodial confirmations for purchases and sales of securities and ensure that (1) purchases are paid in a timely manner, (2) sales proceeds are received and immediately deposited in a Foundation brokerage/custodial or bank account and invested, (3) the financial records properly reflect all purchases and sales, and (4) sales and purchase commissions are reasonable.

**Investment Management:**

1. The TIO will monitor investment activity and determine whether or not current established portfolio investment parameters are being followed.
2. The TIO will receive monthly broker/custodial statements and reconcile detail shown thereon to the financial and investment records.
3. The TIO will receipt all interest and dividend checks and ensure they are (1) the proper amount, (2) properly recorded on the financial records, and (3) promptly deposited in a Foundation brokerage or bank account.
4. The TIO will maintain a detailed schedule of investments to ensure that all dividends and interest are, in fact, received when due, and that the exact location of all investments is known at all times.
5. The TIO will ensure accurate and timely investment data is submitted to an independent funds evaluation firm so that firm can prepare investment performance reports.
6. The TIO will ensure that accurate and timely Investment Activity Reports are prepared for use by Investment Managers, Investment Committee and others.
7. The TIO will prepare accurate and timely monthly valuations of the pooled endowment fund portfolios and calculate the value of a unit participation share.
8. The TIO will ensure that endowments which have cash available for the purchase of pooled endowment fund unit participation shares have that cash transferred to the appropriate

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pooled endowment fund in a timely manner, and that the investment manager is aware of the amount of new money available for investment.

9. The TIO will approve all operating expenses associated with the operation of all pooled endowment funds and initiate action to ensure said expenses are paid in a timely manner and properly recorded on the financial records.

**APPENDIX I: ASSET CLASS DESCRIPTIONS**

Asset Class	Definition
<b><u>Equities</u></b>	
U.S. Equities	Stocks issued by companies domiciled or registered in the United States, which trade on domestic stock exchanges.
Non-U.S. Developed Market Equity	Stocks issued by companies in developed economies, excluding the U.S.
Non-U.S. Emerging Market Equity	Stocks issued by companies domiciled in countries with less developed economies in terms of GDP per capita as defined by the World Bank.
<b><u>Fixed Income</u></b>	
Core U.S. Fixed Income	All fixed rate debt securities issued in the U.S., including government, corporate, agency, mortgage pass-through and asset-backed securities that are rated investment grade (BBB) or higher.
Core Plus Fixed Income	A portfolio of debt securities that may include all core fixed income investments, and typically has allocations to non-U.S. bonds (developing and developed countries), non-investment grade bonds (high yield credit), and sectors outside the LB Aggregate Bond Index (i.e., TIPS or Treasury Inflated Protected Securities).
High Yield	All corporate debt issued in the U.S. that is rated below investment grade, or is not rated. These securities have a higher yield than investment grade corporates, and are riskier, both in terms of price risk and default risk.
Non-U.S. Emerging Market Fixed Income	Emerging market fixed income includes debt securities in countries with less developed economies.
Non-U.S. Developed Market Fixed Income	Bonds that are issued by companies or governments in developed countries other than the U.S.

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Inflation Linked Bonds (TIPS)	A special type of Treasury note or bond that offers protection from inflation. As with other Treasuries, when you buy an inflation-linked bond you receive interest payments every six months, which is continuously adjusted for inflation.
<b><u>Alternative Asset Classes</u></b>	
Private Equity	Private equity represents a basket of private illiquid investments such as venture capital, leveraged buyouts, mezzanine financing, distressed securities, oil & gas and timber.
Real Estate	Real estate includes investment in income producing properties. Real estate investments can vary by property type, geographic location, position in the property cycle, structure of the deal and investment vehicle.
REIT's	A publicly traded pool of investments as described for Real Estate above.
Non Directional Hedge Fund of Funds	Long-short, arbitrage and other low risk strategies. Leverage used.

**EXHIBIT "E"**

Articles of Incorporation

THIRD REVISED AND RESTATED ARTICLES OF INCORPORATION  
THE UNIVERSITY OF IDAHO FOUNDATION, INC.

FILED EFFECTIVE  
NOV 24 11 11/24/2003  
IDAHO SECRETARY OF STATE  
STATE OF IDAHO  
C: 1874978 CTS/2881250001  
18 38.00 = 38.00

ARTICLE I

Name and Address

The name of this corporation is:

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

The registered agent, location, and post office address of the registered and principal office of the Corporation is:

Executive Director  
University of Idaho Foundation, Inc.  
1106 Blake Street  
PO Box 443150  
Moscow, Idaho 83844-3150

ARTICLE II

Not for Profit

The Corporation is a nonprofit corporation under the Idaho Nonprofit Corporation Act. The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except to the extent permissible by law and except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

ARTICLE III

Term

The term of the Corporation is perpetual.

ARTICLE IV

Purposes

The Corporation is organized, and shall be operated exclusively, for the following purposes: to exercise all of the rights and powers conferred by the laws of the state of Idaho upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease, charitable trusts, life estates, or any other method of transferring any property of any sort or nature, without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease,

mortgage, convey, option, donate, or otherwise dispose of such property and the income, principal, and proceeds of such property for the benefit of the University of Idaho. 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 or in opposition to 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 income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provision of any future federal tax code (hereinafter "Internal Revenue Code"), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

## ARTICLE V

### Trusts and Trust Funds

Notwithstanding the provisions of Article IV, any donor or testator may direct that his or her gift shall be held in such charitable trusts as may be specifically designated by said donor or testator and in such case his or her intentions shall be carried out by The University of Idaho Foundation, Inc. (hereinafter "Foundation"). Donors or testators may give a principal sum to the Foundation for the benefit of said Foundation, and provide that the income thereof shall be payable to the donor during his or her life, or that it shall be paid to a beneficiary or beneficiaries named by him or by her for life, or for some other period of time, and that after the termination of the estate or estates so provided, the income or principal shall be disbursed as part of the unrestricted income or principal of said Foundation in accordance with Article IV or for such charitable purposes as the donor or testator may specify in accordance with this Article V.

If the members of the Foundation by the vote of ninety percent (90%) of the members shall at any time declare that the purposes of any gift made pursuant to this Article V have become (1) unnecessary, undesirable, impracticable, or impossible of fulfillment, or (2) if any beneficiary to which the income or principal of any gift shall be provided to be paid shall have become nonexistent or shall have ceased its activities, or (3) if for any other reasons the application or applications provided by the said donor or testator shall have become impossible, impracticable, unnecessary, or undesirable, the Foundation shall apply such gift to the purposes set forth in Article IV. The determination of the members that such purposes have become unnecessary, undesirable, impracticable, or impossible of fulfillment shall be binding and conclusive upon all persons.

The Foundation may accept appointments by any court of competent jurisdiction as trustee to hold any fund or funds under the terms of these articles.

## ARTICLE VI

### Commingling of Funds

In the absence of any provisions expressing the intention of the donor or testator to the contrary, the Foundation shall be authorized to mingle any property given to it under the terms hereof with other property given to it under the terms hereof without obligation to retain any gift as a separate fund, but any donor or testator may direct that his or her gift be held as a separate fund and may, if he or she so desires, designate such fund as a memorial fund in memory

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Revised October 2003



of a particular person or event, and in such case the said fund shall be maintained as a separate fund forming a part of the said Foundation, under such name, if any, as may be properly designated therefor. The Foundation shall in any event be authorized to hold as a separate fund any gift which, in the discretion of the Foundation shall require segregation in order to carry out any specific provision expressed by the donor or testator, or which shall require such segregation or any other reason deemed sufficient by the Foundation.

Subject to any written agreement with the donor or testator to the contrary, if any fund, the income of which is directed by the donor or testator to be paid to any donor or other beneficiary, is commingled, the Foundation shall make available to pay to such donor or other beneficiary as income on such fund the average rate of return on such commingled funds.

If, at any time after such mingling of funds shall have taken place, it should thereafter for any reason be deemed by the foundation as desirable or necessary to separate any fund or funds, each fund so separated shall be considered to be that proportion of the value at the date of separation of the principal or income of the combined funds as the value at the date of gift of such fund so separated shall bear to the total value of such combined funds at said last mentioned date plus any subsequent gifts valued as of the date thereof.

#### ARTICLE VII

Membership The membership of this Corporation shall consist of one or more classes of members as prescribed in the bylaws. The manner of acting and meeting procedures for the members shall be as prescribed by the bylaws of this Corporation.

#### ARTICLE VIII

##### Board of Directors

Management of the affairs of the Corporation shall be by the board of directors who may delegate to officers and to committees of their own number and such additional members from the general membership as the board may deem appropriate such of their powers as they see fit. Directors shall be selected by the members at the times stated in the bylaws, for such terms and in such manner as the bylaws prescribe.

#### ARTICLE IX

##### Officers

Officers shall consist of a president, one or more vice presidents, a secretary, and a treasurer. The president and vice presidents shall be selected from members of the board of directors but the secretary and treasurer need not be directors or members. Two (2) or more offices may be held by the same person except that the president may not be secretary or treasurer. Officers shall be selected by the board of directors at the times, for such terms and in such manner as the bylaws prescribe.

ARTICLE XDissolution

In the event of the dissolution of this Corporation, or in the event that it should cease to carry out its purposes, no member, director, officer, or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University.

Any such assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE XITax Exemption

It is the intent of the incorporators that this organization shall be incorporated as a tax-exempt organization to which deductible gifts may be made pursuant to the terms of the Internal Revenue Code. To that end, this Corporation shall be subject to all the restrictions and requirements now or hereafter imposed by the United States Internal Revenue Code, any rules and regulations duly and properly promulgated in the application and interpretation of said Code with which compliance is required for qualification as a tax exempt organization. In particular, in any year in which this Corporation is a "private foundation," as that term is defined in the Internal Revenue Code, its income must be distributed at such time and in such manner as not to subject this Corporation to taxes under Section 4942, Internal Revenue Code, or in the regulations promulgated thereto, and the Corporation shall not engage in any act of self dealing as defined in Section 4941, Internal Revenue Code, or in the regulations promulgated pursuant thereto, and shall not retain any excess business holdings as defined in Section 4042(c), Internal Revenue Code, or under the regulations promulgated pursuant thereto, and shall not make any investments in such manner as to subject the Corporation to taxes under Section 4944, Internal Revenue Code, or in the regulations promulgated pursuant thereto, and shall not make any taxable expenditures as defined in Section 4945(d), Internal Revenue Code, or in the regulations promulgated pursuant thereto.

ARTICLE XIIAmendments

The articles of incorporation of this Corporation may be altered, amended, or newly adopted at any meeting of the members of the Corporation called for the purpose by majority of a quorum of the voting members present, in person or by proxy, provided that notice is sent to each member not less than ten (10) days prior to such meeting, and provided that a quorum is present. A majority of the voting members of the Corporation shall constitute a quorum for such purposes. Such notice shall state in a general way the nature of the proposed change.

ARTICLE XIIINotice

Except as otherwise specified, whenever notice is required, it shall be in writing sent prepaid not less than three (3) days before the event if by electronic transmission and not less than six (6) days if by mail, addressed to the last known address. Notice may be waived either before or after a meeting.

Pursuant to the provisions of the Articles of Incorporation and Bylaws of The University of Idaho Foundation, Inc., an Idaho nonprofit corporation, and pursuant to the Idaho Non-profit Corporation Act, the qualified voting members of the Corporation duly noticed, approved, and adopted the within and foregoing third revised and restated articles of incorporation and all of the amendments therein contained, at a duly constituted meeting held on October 17, 2003.

Executed in triplicate effective October 24, 2003

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

By: Joanne B. Carr  
Joanne B. Carr, Secretary

**EXHIBIT "F"**

By-Laws dated January 25, 2007

RESTATED BY-LAWS OF  
THE UNIVERSITY OF IDAHO FOUNDATION, INC.

Moscow, Idaho  
 January 25, 2007

ARTICLE I  
Name and Address

The name of this Corporation is:

THE UNIVERSITY OF IDAHO FOUNDATION, INC. (the "Foundation")

The registered agent, location, and post office address of the registered and principal office of the Foundation is:

Chairman  
 University of Idaho Foundation, Inc.  
 1106 Blake Street  
 PO Box 443150  
 Moscow, Idaho 83844-3150

ARTICLE II  
Purposes

The mission of The University of Idaho Foundation, Inc., Moscow, Idaho ("Foundation") is to secure, manage, and distribute private support to enhance the growth and development of the University of Idaho.

The Foundation is organized and operated exclusively for educational, charitable, scientific and literary purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law); specifically, the Foundation is organized and operated exclusively to seek, receive, hold, invest, and administer property and to make expenditures to or for the benefit of The University of Idaho ("University"), a State educational institution which is governed by the Regents of the University of Idaho, the governing board legally responsible for the performance and oversight of all aspects of University operations (the "Regents").

In furtherance of such purposes, the Foundation may solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property, absolutely or in trust, tangible or intangible, real, personal or mixed, and wherever located, from the general public, including individuals, corporations, and other entities and sources. The Foundation may administer, manage, invest and reinvest such money and property, and apply and expend the

principal, income and proceeds thereof for such purposes, all to or for the benefit of the above-described University.

The Foundation may hold and convey any real estate or other property necessary for, or in furtherance of, its operations or purposes or in relation to the execution or administration of any trust. The Board of Directors of the Foundation shall have full power, at its sole discretion, except as prohibited or limited by the terms of any instrument establishing or governing a gift, devise, bequest or other contribution or transfer, to change the form of any investment and to dispose of any securities or other property held by the Foundation.

### ARTICLE III MEMBERSHIP

SECTION 1. Members. The Board of Directors (Voting and Non-Voting) and the Foundation Council (Non-Voting) shall constitute the members of the Foundation.

SECTION 2. Annual Meeting. An annual meeting of the members shall be held in the second quarter of each fiscal year, at a time and place to be fixed by the Chairman, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 3. Notice of Meetings. A written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered or mailed by the Secretary, or by the officer or person calling the meeting to each member of record entitled to vote at that meeting, at the address which appears on the records of the Foundation, at least ten (10) days before the meeting date. Notice of any meeting of members may be waived in writing filed with the secretary or by attendance in person.

SECTION 4. Quorum. A majority of the persons qualified to vote as members at any meeting shall constitute a quorum.

SECTION 5. Voting by Proxy Prohibited. Except as provided in Section 6 of this Article III, a member must be present in person to vote on any matter coming before a meeting of the members. Voting by proxy is prohibited.

SECTION 6. Participation by Telephone or other Electronic Means. Any or all of the members may participate in a meeting of the membership by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other. Participation by these means constitutes presence in person at the meeting.

ARTICLE IV  
DIRECTORS

SECTION I. Voting and Non-Voting Directors. The Board of Directors shall consist of at least fifteen (15) but no more than twenty-five (25) Voting Directors, and a number of Non-Voting Directors, which shall vary from time to time, depending upon the number of individuals who shall meet the criteria of a non-voting member as hereinafter set out.

- (A) Voting Directors. The Board of Directors shall consists of at least fifteen (15) but no more than twenty-five (25) voting directors elected generally, upon recommendation by the Board's Committee on Directors, at the annual meeting of the members by a majority vote of the members present. The term of an elected Voting Director shall begin immediately following his or her election and shall continue for a period of three (3) years (unless elected to fill out the un-expired balance of a newly created term or the term of a Director who resigns, is deceased or is removed from office). Any elected Voting Director shall be eligible to serve two (2) consecutive three (3)-year terms as a Director of the Foundation, provided, however: Should any director be elected to the office of Chairman or Vice-Chairman during their final 3-year term as a Director of the Foundation, then that director's term shall be extended until the termination of their service in that office, with the understanding that the Vice-Chairman's term shall include service as Chairman, should that director be so elected. Any director having served two (2) consecutive terms may be re-elected to the Board of Directors after a minimum of one year from the date of previous service as a Director. Any vacancy on the Board of Directors of an elected Voting Director may be filled at the next regularly scheduled meeting by the remaining Voting Directors choosing a Director to fill the un-expired term.
- (B) Non-Voting Directors. Non-Voting Directors shall consist of a varying number of members who shall be eligible for election by virtue of a certain position of responsibility which each has occupied or presently occupies with the Foundation, as follows:
- (1) Emeritus Directors  
Any person who has previously served on the Board of Directors as President or Chairman will automatically be appointed an "Emeritus Director" for life at the conclusion of his or her term of office. Any person who has previously served on the Board of Directors and has exhibited exemplary service to the Foundation shall be eligible to be elected an "Emeritus Director" by the Board at the conclusion of his or her last term of office and shall serve as such Emeritus Director for life. Emeritus Directors shall be invited to attend at least one (1) meeting of the Board during each fiscal year (Annual Meeting).

- (2) **Managing Director**  
The Managing Director of the Foundation shall serve as a Non-Voting Director for the same time that he or she is employed by the Foundation and shall attend all Board meetings at which his or her presence is required by the Board.
- (3) **Executive Director**  
The Vice President for University Advancement will also serve as Executive Director of the Foundation. This position shall serve as a Non-Voting Director for the same period of time that he or she is employed by the University and shall attend all Board meetings at which his or her presence is required by the Board.
- (4) **Ex Officio Directors**  
The following persons shall be designated non-voting ex-officio directors of the Board of Directors so long as they shall hold their position:
- The president of the University;
  - The provost of the University;
  - The president of the University of Idaho Alumni Association, Inc;
  - The president of the Vandal Scholarship Fund;
  - The chair of the Faculty Council of the University;
  - The president of the Associated Students of the University of Idaho
- (5) **Officers of the Foundation**  
Any Officer of the Foundation who is not otherwise designated or elected as a Voting Director of the Foundation shall serve as a Non-Voting Director of the Foundation and shall attend all Board meetings at which his or her presence is required by the Board.
- (C) **Classes of Directors.** As nearly as mathematically possible, one-third (1/3) of the positions on the Board of Directors elected shall be open for election each year at the annual meeting.

**SECTION 2. Resignation and Removal.** Any Director may resign at any time by giving written notice to the Chairman, Secretary, or the Board of Directors of the Foundation. Such resignation shall take effect at the time specified therein. Any Director may be removed from office by a vote of three-fourths (3/4) of all Voting Directors at any annual, regular or special meeting of the Board.

**SECTION 3. Meetings.** At least four (4) meetings of the Board of Directors shall be held in each fiscal year. An annual meeting of the Board of Directors shall be held in the second quarter of each fiscal year, at a time and place to be fixed by the Chairman. Regular meetings



of the Board of Directors shall be held three (3) additional times during each fiscal year at a time and place to be fixed by the Chairman. Special meetings may be called at any time by the Chairman, or by a majority of the Voting Directors upon request made to the Secretary. A majority of the Voting Directors shall constitute a quorum for election of officers or any other business. Notice of any annual, regular or special meeting of the Board shall be delivered or mailed by the Chairman or Secretary to each Voting Director at least ten (10) days prior to the date of any such meeting unless such notice is waived in writing, filed with the Secretary or by attendance in person by any such Voting Director.

SECTION 4. Participation by Telephone or other Electronic Means. Any or all of the Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other. Participation by these means constitutes presence in person at the meeting.

SECTION 5. Board Action Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting if, prior to such action, a consent in writing setting forth such action is signed by all of the Directors, and is filed in the minutes of the proceedings of the Board. Action is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date.

SECTION 6. General Powers of Directors. The Board of Directors shall have all of the general powers provided by the Idaho Nonprofit Corporation Act (the Act), as amended, to the extent not prohibited by these Bylaws.

SECTION 7. Standards of Conduct for Directors. The Board of Directors shall be subject to the Standards of Conduct for Directors as provided by the Act, as amended.

SECTION 8. Directors Conflict of Interest. No contract or other transaction between the Foundation and one or more of its Directors or any other corporation, firm, association or entity in which one or more of its Directors is a director or officer or is financially interested, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors which authorizes, approves or ratifies such contract or transaction, if:

- (a) The interested Director does not participate in the vote on the contract or transaction;
- (b) The fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the vote or consents of such interested Directors; and
- (c) The contract or transaction is fair and reasonable to the Foundation.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors, which authorizes, approves or ratifies such contract or transaction.

ARTICLE V  
OFFICERS

SECTION 1. Designated Officers. The officers of the Foundation shall consist of a Chairman, Vice-Chairman, Executive Director, Managing Director, Secretary and Treasurer (which latter two offices may be held by one and the same individual). The Board of Directors may appoint such other Assistant Officers as it may from time to time determine necessary and may define their powers and duties. The Chairman and Vice-Chairman of the Board shall be chosen from among the Voting Directors of the Foundation. The Executive Director, Managing Director, Secretary, Treasurer, and such Assistant Officers as may be appointed by the Board, need not be Voting Directors.

SECTION 2. Election. The Officers of the Foundation shall be elected at the annual meeting of the Board of Directors and shall hold office until the next annual meeting or until the successor for any such officer shall have been elected and qualified. A vacancy in any office may be filled by the Board at any meeting for the balance of the term of such office. A Voting Director who is elected as an officer is eligible to serve in that office for two (2) consecutive one (1)-year terms. A Non-Voting Director who serves as an officer because of his or her position of employment may serve as an officer so long as he or she holds the position.

SECTION 3. Removal. Any officer may be removed from office by a vote of three-fourths (3/4) of all Voting Directors at any annual, regular, or special meeting of the Board.

SECTION 4. Duties of Officers. The duties of the officers of the Foundation shall be as follows:

- (A) Chairman. The Chairman shall be the chief volunteer officer of the Foundation; and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Foundation. He or she shall, when present, preside at all meetings of the Board of Directors. He or she may sign, with the Treasurer or other proper officer of the Foundation, so authorized by the Board of Directors, contracts, deeds, mortgages, notes, or other instruments which the Board of Directors has authorized to be executed. He or she will present a slate of Committee chairs and appointees to the Board of Directors for ratification. He or she shall in general perform all duties as may be prescribed from time-to-time by the Board of Directors.
- (B) Vice-Chairman. The Vice-Chairman shall, in the absence of the Chairman or in the event of his or her death, inability or refusal to act, perform the duties of the

Chairman, and, when so acting, shall have all the powers and be subject to all the restrictions upon the Chairman.

- (C) Managing Director. The Managing Director is an employee of the University of Idaho Foundation and shall be the chief operating officer. Subject to the direction of the Chairman and the control of the Board of Directors, the Managing Director shall in general supervise and control the day-to-day operations of the Foundation. The Managing Director shall serve pursuant to the terms of a written employment agreement approved by the Board of Directors. He or she shall in general perform all duties as may be prescribed from time to time by the Board of Directors.
- (D) Executive Director. The Vice President for University Advancement also serves as Executive Director and shall be responsible for serving as a liaison with the Foundation and the University of Idaho as well supporting and directing volunteers in fundraising and advancement efforts.
- (E) Secretary. The Secretary shall attend all meetings of members and of the Board of Directors and shall keep, or cause to be kept, in a book or file provided for the purpose, a true and complete record of the proceedings of such meetings, and he or she shall perform a like duty, when requested, for all standing committees appointed by the Board of Directors. He or she shall attend to the giving and serving of all notices of the Foundation required by these By-Laws, have power to authenticate records, have custody of the books (except books of account), records and corporate seal of the Foundation, and in general shall perform all duties pertaining to the office of Secretary and such other duties as these By-Laws or the Board of Directors may prescribe. The Secretary shall also keep or cause to be kept at the principal office of the Foundation a register of the names and addresses of each Director.
- (E) Treasurer. The Treasurer shall keep, or cause to be kept, correct and complete records of account. He or she shall be responsible for all funds and securities and other valuables which may from time to time come into the possession of the Foundation. The Treasurer shall deposit, or cause to be deposited, all funds of the Foundation with such depositories as the Board of Directors shall designate. He or she shall deposit with a Trustee, hold in a safe deposit box, or handle in any other manner as directed by the Board of Directors, all securities and other valuables of the Foundation. The Treasurer shall furnish to the Board of Directors at each annual meeting, as of the end of each fiscal year, and whenever requested, financial statements in the form and content as prescribed by the Board of Directors. He or she shall in general perform all duties pertaining to the office of Treasurer and such other duties as these By-Laws or the Board of Directors may prescribe.
- (F) Execution of Contracts. All bonds, mortgages, leases, deeds, promissory notes and other written instruments, except checks, leases, and contracts for normal budgeted

operations, shall be authorized by resolution of the Board of Directors and shall be executed in the name of the Foundation and on its behalf by the Managing Director of the Foundation or by such officers or members of the Board as the Board may specifically designate. All checks, drafts and other evidences of indebtedness payable to the Foundation shall be endorsed for collection in the name of the Foundation by the Managing Director, Treasurer or such other persons as the Board may designate.

SECTION 5. Assistant Officers. Such assistant officers as the Board of Directors shall from time to time designate and elect shall have such powers and duties as these By-Laws or the Board of Directors may prescribe.

SECTION 6. Vacancies. Whenever any vacancies shall occur in any office of the Foundation, such vacancy shall be filled by the Directors by the election of a new officer who shall hold office until the next annual meeting or until his or her successor is duly elected and qualified.

## ARTICLE VI COMMITTEES

SECTION 1. Executive Committee. The Executive Committee of the Board shall consist of the Chairman, the Vice-Chairman, the Treasurer, the Executive Director/Secretary, the Managing Director, the Chairman of the Operations and Finance Committee, the Chairman of the Committee on Directors, the Chairman of the Investment Committee, and any other committee chairman as determined by the Chairman of the Board. During the intervals between meetings of the Board of Directors, the Executive Committee shall possess and may exercise all powers of the Board of Directors in the management and direction of the affairs of the Foundation in such manner as it shall deem best for the interest of the Foundation in all cases in which specific directions shall not have been given by the Board of Directors. Regular minutes of the proceedings of the Committee shall be kept in a book provided for that purpose. All actions by the Executive Committee shall be reported to the Board at its next meeting succeeding such action, and shall be subject to revision or alteration by the Board provided that no rights of third parties shall be affected by any such revision or alteration. Vacancies in the Executive Committee shall be filled by the Board of Directors by election from the Voting Directors. The presence of a majority shall be necessary to constitute a quorum, and in every case, the affirmative vote of the majority of the members of the Committee present shall be necessary. Such Committee shall fix its own rules of procedure, and shall meet where and as provided by such rules or by resolution of the Board, and shall also meet at the call of the Chairman or any three (3) members of the Committee.

SECTION 2. Committee on Directors. In addition to other duties assigned to it by the Board of Directors, the Committee on Directors shall (i) screen, recruit, and recommend

potential Board and Foundation Council members; based upon the diversity of: skills needed, ethnicity, gender, and geography, (ii) recommend to the Board of Directors a slate of officers for election, (iii) evaluate the performance of Directors and officers, both individually and collectively; and (iv) be responsible for orientation and deployment of new Board members. This committee shall also propose nominees to the Foundation Council, a supporting organization of the Foundation.

SECTION 3. Operations and Finance Committee. In addition to other duties assigned to it by the Board of Directors, the Operations and Finance Committee shall advise the Board of Directors on (i) general fiscal policy, fiscal management and all operational matters including budgetary and financial issues, (ii) personnel issues including determination of the Foundation's salary pool and its salary structure, and (iii) evaluating the Managing Director.

SECTION 4. Investment Committee. In addition to other duties assigned to it by the Board of Directors, the Investment Committee shall be responsible for (i) deciding how investments will be managed, (ii) making asset allocation decisions, (iii) making direct investments, (iv) selecting the investment managers, (v) reviewing the investment portfolio performance, and (vi) providing periodic reports to the Board on investment operations and results.

SECTION 5. Audit Committee. In addition to other duties assigned to it by the Board of Directors, the Audit Committee shall oversee the Foundation's audit process, including (i) communicating with the auditors and the Foundation's staff, (ii) review of the audit and management letter process, and (iii) recommending to the Board of Directors potential audit firms.

SECTION 6. Development Committee. In addition to other duties assigned to it by the Board of Directors, the Development Committee shall (i) promote, support and enhance the development program on behalf of the University of Idaho and its donors, (ii) review and recommend development program policies and procedures, and amendments thereto, including gift acceptance and donor recognition and stewardship policies, (iii) assist when appropriate with the cultivation, education and solicitation of gift donor prospects.

SECTION 7. Other Committees. The Board of Directors, upon the recommendation of the Chairman or otherwise, may appoint such other committees as may be desirable for carrying out the purposes of the Foundation. Such committees shall have and may exercise such powers as shall be conferred or authorized by the resolution of appointment by the Board. Both Voting and Non-Voting Board members, and where appropriate, non-board members may be appointed by the Chairman of the Board to any such committees.

SECTION 8. Ex Officio Committee Members. The Chairman and Vice Chairman of the Board shall serve as *ex officio* voting members of the Committee on Directors, Operations and Finance Committee, Investment Committee, and any other committees established by the Board of Directors with the exception of the Audit Committee. The Managing Director and

the Treasurer shall serve as *ex officio* non-voting members of the Executive Committee, Operations and Finance Committee, and Investment Committee. The Managing Director shall also serve as an *ex officio* non-voting member of the Committee on Directors. Additional *ex-officio* non-voting directors (as outlined in Article III, Section II (B)(3)) may serve on such committees as designated by the Board of Directors so long as said directors shall hold their respective designated position.

SECTION 9. Selection of Committee Chairmen and Committee Members. The Chairman of the Board of Directors shall recommend to the Board of Directors for its approval a Chairman for each of the Foundation's committees and a list of members for each committee. Vacancies in the membership of a committee other than the Executive Committee may be filled by the Chairman of the Board of Directors with the consent of the Board at Directors. Prior to the making of any such recommendations, the Chairman shall endeavor to determine the preferences of Directors regarding committee assignments and shall assign each Director to at least one (1) standing committee. Chairmen of committees shall be members of the Board of Directors. Members of committees must be in good standing with the University of Idaho Foundation, Inc. Board of Directors and the Foundation Council.

SECTION 10. Terms and Term Limitations. Committee chairman and committee members are elected to serve for one (1) year or until his or her successor is elected and qualified. A committee member may serve on a particular committee for any number of consecutive terms.

SECTION 11. Committee Meetings. Meetings of any committee may be called by the Chairman of such committee or by the Chairman of the Board, by giving or causing to be given notice of such meeting, setting forth its time and place and delivered personally or by mail or telephone to the residence or place of business of the committee member as listed in the records of the Foundation, at least two (2) calendar days prior to such meeting. A majority of the voting members of any committee shall constitute a quorum for the transaction of business. Each committee shall keep minutes of its meetings and report to the Board and/or Chairman as necessary with recommendations.

SECTION 12. Participation by Telephone or other Electronic Means. Any or all of the voting members of any committee may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other, and participation in this manner constitutes presence in person at the meeting.

SECTION 13. Committee Action Without a Meeting. Any action which may be taken at a meeting of a committee may be taken without a meeting if, prior to such action, a consent in writing setting forth such action is signed by all of the voting members of the committee and is filed in the minutes of the proceedings of the committee.

ARTICLE VII  
FISCAL YEAR

The fiscal year of the Foundation shall begin on the first day of July of each year and end on the thirtieth day of June of the next succeeding year.

ARTICLE VIII  
DISSOLUTION

In the event of the dissolution of this Foundation, or in the event that it should cease to carry out its purposes, no member, director, officer, or individual shall be entitled to or receive any distribution or division of its remaining assets, property or proceeds, and the balance of all property and assets of the Foundation for any source, after the payment of all debts and obligations of the Foundation, shall be vested in the Board of Regents of the University of Idaho in trust for the use and benefit of the University.

Any such assets not so disposed of shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE IX  
BOOKS AND RECORDS

The Foundation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Foundation may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE X  
INDEMNIFICATION AND INSURANCE

SECTION 1. Indemnification. The Foundation shall indemnify each member of the Board of Directors and each Officer of the Foundation now or hereafter serving as such, who was or is a party, or is threatened to be made a party, to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he or

she is or was a Director or Officer or is or was serving at the request of the Foundation as a Director, Officer or member of another corporation, partnership, joint venture, trust or other enterprise, against expenses, (including attorney's fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Foundation, and with respect to any criminal action or proceeding when he or she had no reasonable cause to believe the act was unlawful. The termination of any claim, action, suit or proceeding, civil or criminal, by judgment, settlement (with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Director or Officer did not meet the standards of conduct set forth in the preceding sentence.

SECTION 2. When Made.

- (a) To the extent that a Director or Officer has been successful on the merits or otherwise in defense of any claim, action, suit or proceeding referred to in Section (1) of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against the expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.
- (b) To the extent that a Director or Officer has not been successful on the merits in defense of any action, suit or proceeding referred to in Section 1 of this Article, or the defense of any claim, issue or matter therein, indemnification (unless ordered by the court) shall be made at the discretion of the Foundation and only upon a determination that indemnification of the Director or Officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Section (1). Such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel of the Foundation) in a written opinion.

SECTION 3. Expenses. As authorized by the Board of Directors, expenses incurred by any person who may have a right of indemnification under this Article in defending a civil or criminal claim, action, suit or proceeding may be paid by the Foundation in advance of the final disposition of such claim, action, suit or proceeding, or where appropriate the Foundation may, itself, undertake the defense of such claim, action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Foundation pursuant to this Article.

SECTION 4. Non-exclusive. The indemnification provided by this Article for Directors and Officers shall not be deemed exclusive of any other rights to which any of them may be entitled, under any bylaw, agreement, vote of the disinterested Directors, as a matter of law or otherwise, both



as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of any such person.

SECTION 5. Agents and Employees. In addition to the indemnification which shall be provided by the Foundation to its Directors and Officers as hereinbefore provided in this Article, the Foundation may, if authorized by action of the Board of Directors, indemnify any agent or employee of the Foundation, to the same extent and under the same circumstances as such indemnification is assured to the Directors and Officers of the Foundation under this Article

SECTION 6. Insurance. The Foundation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Foundation, or is or was serving at the request of the Foundation as a Director, Officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Foundation would have the power to indemnify the person against such liability under the provisions of this Article or otherwise under the laws of the State of Idaho.

#### ARTICLE XI AMENDMENT

These By-Laws, or any Article thereof, may be amended in whole or in part by a majority vote of the Board of Directors at any annual, regular or special meeting of the Board of Directors.

#### ARTICLE XII COMPENSATION

Directors shall receive no compensation for their services as directors. The board of directors may, however, reimburse a director out of Foundation funds for professional or other services actually performed. Officers may be paid such reasonable compensation as the board of directors may prescribe, and, in the case of officers who are employees of the University, in accordance with the policies of the Regents of the University of Idaho. (See Idaho State Board of Education Governing Policies and Procedures V.E2.i.)

#### ARTICLE XIII FUNDS AND SECURITIES

SECTION 1. The board of directors may authorize any officer or officers or officer together with any member, in the name of and on behalf of the Foundation to enter into any contract or execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money or notes or other evidences of indebtedness, and such authority may be general or

confined to specific instances; and, unless so authorized by the board of directors, no officer shall have power or authority to bind the Foundation by any contract or engagement or to render it pecuniarily liable for any purpose or to any amount.

SECTION 2. No loan shall be contracted on behalf of the Foundation and no negotiable paper shall be issued in its name unless authorized by the board of directors. When authorized by the board of directors so to do, any officer of the Foundation may effect loans and advances at any time for the Foundation from any bank, trust company, or other institution, or from any firm, corporation, or individual. Such authority may be general or confined to specific instances.

SECTION 3. All funds of the Foundation not otherwise employed shall be deposited from time to time to the credit of the Foundation in such banks, trust companies, investment funds, or accounts, or other depositories as the board of directors may select, or as may be selected by any officer or officers of the Foundation to whom such power may from time to time be delegated by the board of directors.

ARTICLE XIV  
SEAL

The seal of the Foundation shall be circular in form and shall bear the name of the Foundation, the year of its organization, and the words "corporate seal, State of Idaho".

CERTIFICATE

Know all men by these presents:

That we, the undersigned Chairman and Secretary of THE UNIVERSITY OF IDAHO FOUNDATION, INC., an Idaho corporation, do hereby certify that the foregoing By-laws, supersede all prior By-laws, amended or restated, were duly adopted as the restated By-laws of said corporation at a duly constituted meeting of the members of the corporation at which a quorum was present, in person or by proxy, said meeting held on the 25<sup>th</sup> day of January, 2007 and that the same do now constitute the By-laws of said corporation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007.

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William G. Gilbert, Jr.  
Chairman

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Christopher P. Murray  
Secretary

**EXHIBIT "G"**

Conflicts of Interest Policy

## University of Idaho Foundation, Inc.

### Conflicts of Interest Policy

- A. **Purpose.** The purpose of this Conflicts of Interest Policy is to protect the Foundation's 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 Foundation. Such transactions may include services provided by the Foundation, 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 Foundation 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 Foundation has a transaction or arrangement;
2. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement; or
3. Being an officer, director, employee or agent of any entity or individual with which the Foundation 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 Foundation 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,

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 Foundation's best interests and for its own benefit; is fair and reasonable to the Foundation, and, after exercising due diligence, determine that the Foundation 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 Foundation'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;

- 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 Foundation 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 Foundation's activities to ensure that the Foundation 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 University of Idaho Foundation, Inc. on \_\_\_\_\_, 2006.

\_\_\_\_\_  
Name, Secretary

**University of Idaho Foundation, Inc.**

**Conflicts of Interest Statement**

The undersigned hereby states that he or she is an officer, director or committee member of the University of Idaho Foundation, Inc. ("Foundation") and that he or she:

- a. has received a copy of the Foundation'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 Foundation 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 Foundation.

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 Foundation except as stated below:

<u>Name of Organization</u>	<u>Position Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
Signature



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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BOISE STATE UNIVERSITY</b> Head Women's Volleyball Coach Contract	Motion to approve
2	<b>IDAHO STATE UNIVERSITY</b> Head Softball Coach Contract	Motion to approve
3	<b>UNIVERSITY OF IDAHO</b> Coaches Contract Modifications	Motion to approve
4	<b>PRESIDENTIAL COMPENSATION</b>	Motion to approve
5	<b>PROPOSED AMENDMENTS TO BOARD POLICY –</b> Section II.G.2.b.(2) Faculty Compensation- 1st Reading	Motion to approve
6	<b>OFFICE OF THE STATE BOARD OF EDUCATION</b> Chief Fiscal Officer	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Contract for new Head Women's Volleyball Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a multi-year contract for its new Head Women's Volleyball Coach. The contract will be for three and one-half years (due to the timing of the end of the volleyball competitive season). The salary is \$75,000 per year with incentives as follows:

Athletic Incentive Pay may be earned as follows:

- |  |            |
|--|------------|
| – Conference Championships                 | \$5,000    |
| – or –                                     | (Only One) |
| – Qualify Team for NCAA Tournament         | \$3,000    |
| – Top 25 National Ranking at End of Season | \$2,500    |
| – NCAA Regional Coach of the Year          | \$3,000    |
| – NCAA National Coach of the Year          | \$5,000    |
| – Conference Coach of the Year             | \$3,000    |
| – Winning Record                           | \$1,500    |

Academic Incentive Pay may be earned as follows:

National Score Within Sport		
970 – 974	=	\$1,400
975 – 979	=	\$1,600
980 – 984	=	\$1,800
985 and above	=	\$2,000

**IMPACT**

The Contract is similar to the standard issued by Boise State University. The University did not demand liquidated damages due to its shorter duration and the relative size of the amounts at issue.

**ATTACHMENTS**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Proposed Addendum #1	Page 17
Attachment 3 – Matrix	Page 21

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The agreement does not include liquidated damages for coach's termination for convenience even though there are liquidated damages if the University terminates for convenience.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by Boise State University to enter into a three and one-half (3 ½) year employment contract with Shawn Garus, Head Women's Volleyball Coach as submitted.

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

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Shawn Garus (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's volleyball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a Division I head women's volleyball coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three and a half ( 3 1/2 ) years, commencing on June 30, 2009 and terminating, without further notice to Coach, on January 31, 2013 unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary as set form in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. As set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall

not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 SUMMER CAMP—OPERATED BY UNIVERSITY. Coach agrees that the University has the exclusive right to operate youth women's volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's volleyball camps, the University shall pay Coach supplemental compensation during each year of his employment as head women's volleyball coach at the University.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:



4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's volleyball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related

income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment or termination of this Agreement:

## ATTACHMENT 1

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision

of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of

this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after written notice is given to the University. Such termination must occur at a time outside the women's volleyball playing season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at

any time, all obligations of the University shall cease as of the effective date of the termination.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach and lose the benefit of its investment in the Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the women's volleyball program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, 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 casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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



the University: Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

with a copy to: President  
1910 University Drive  
Boise, Idaho 83725-1000

the Coach: Shawn Garus  
1910 University Drive  
Boise, Idaho 83725-1025

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Gene Bleymaier                      Date  
Director of Athletics

\_\_\_\_\_  
Shawn Garus                      Date

\_\_\_\_\_  
Robert Kustra, President    Date

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2009.

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**ADDENDUM #1 TO EMPLOYMENT AGREEMENT**

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Shawn Garus (COACH) dated and effective the 30<sup>th</sup> day of June, 2009 subject to the approval of the State Board of Education.

2. The COACH is being hired for the position of Head Women's Volleyball Coach.

3. Accordingly, the following terms as used in the Agreement will be defined as indicated:

a. "Position" will mean the position described in paragraph 2, above.

b. "Relevant season" will mean the Women's Volleyball season commencing on the first day of fall practice and ending with the last game of the season, including any post season competition.

c. "Program" shall mean the Women's Volleyball program.

d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.

e. "NCAA" means the National Collegiate Athletic Association.

1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.

f. "Athletic Director" means the BSU Director of Athletics or his designee.

g. "Coaching" means to direct and supervise the athletes participating in the program.

h. "BAA" means the Bronco Athletic Association.

i. "Post-season" means participation in the NCAA tournament or other sanctioned tournament.

4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence June 30<sup>th</sup>, 2009 and shall continue until the Agreement terminates on the 31st day of January, 2013, provided, however, that this provision is subject to the terms and conditions of Article V of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Women's Volleyball team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Women's Volleyball Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Base salary (state appropriated funds) as referred to in paragraph 3.1 of the Agreement shall be as follows:

<u>YEAR</u>		<u>COMPENSATION</u>
June 30, 2009 – January 31 <sup>st</sup> , 2010	\$75,000	(Annual)

7. Employee shall not use, directly or by implication, the Boise State name or logo in the endorsement of commercial products or services for personal gain without prior written approval from the President and the Athletic Director.

8. Employee shall not accept, prior to receiving approval in writing from the University President and the Athletic Director, compensation or gratuities from an athletics shoe, apparel, or equipment manufacturer in exchange for the use of such merchandise during practice or competition by Boise State's student-athletes.

9. In the event of non-renewal or termination, employee will use all accumulated annual leave prior to end of contract period.

10. Athletic Incentive Pay may be earned as follows:
- Conference Championships \$5,000  
– or – (Only One)
  - Qualify Team for NCAA Tournament \$3,000
  - Top 25 National Ranking at End of Season \$2,500
  - NCAA Regional Coach of the Year \$3,000
  - NCAA National Coach of the Year \$5,000
  - Conference Coach of the Year \$3,000
  - Winning Record \$1,500

Any supplemental pay earned pursuant to this paragraph shall be paid on February 1st, of each year if the coach is still employed by the University on that date.

11. Academic Incentive Pay may be earned if your annual team APR score is as follows:

National Score Within Sport		
970 – 974	=	\$1,400
975 – 979	=	\$1,600
980 – 984	=	\$1,800
985 and above	=	\$2,000

Any supplemental pay earned pursuant to this paragraph shall be paid on October 1st, of each year if the coach is still employed by the University on that date.

**COACH**

\_\_\_\_\_  
Shawn Garus  
Head Women's Volleyball Coach

\_\_\_\_\_  
Date

**BOISE STATE UNIVERSITY**

By:\_\_\_\_\_  
Gene Bleymaier  
Director of Athletics

\_\_\_\_\_  
Date

By:\_\_\_\_\_  
Dr. Robert Kustra  
President

\_\_\_\_\_  
Date

**Shawn Garus, Boise State University, Head Volleyball Coach – 2009 – Multi-Year Contract**

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
1.3	Duties	1.3 Duties	Deleted the reassignment clause and added language to define the duties of the Coach.
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation and is moved from the base contract to the addendum.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for academic achievement based on APR scores and is moved to the addendum.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	More details regarding the apparel contracts are found in the addendum.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; summer camp	Language provides criteria applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
4.7	Other Coaching Opportunities	4.7 Other Coaching Opportunities; language added	Language provides for specific duty that Coach cannot pursue other employment without prior notice.
5.3	Termination by coach for convenience	5.3.2, 5.3.3, 5.3.4, Termination by coach for convenience; language added	Language provides that the termination cannot occur during the season; there is no liquidated damages provided.
	General	Addendum	The addendum contains additional specific duties of the coach as well as sets forth all the compensation terms of the contract.



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year employment agreement for Andrea Wilson, Head Softball Coach

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

**BACKGROUND/DISCUSSION**

Idaho State University is requesting approval for a three-year employment agreement for Andrea Wilson, Head Softball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 2. The position is funded by state appropriated funds.

**IMPACT**

This contract will provide a stable coaching environment for the women's softball program as well as stability and consistency for the Athletic Department as a whole.

**ATTACHMENTS**

Attachment 1	Employment Agreement	Page 3
Attachment 2	Model Contract Matrix Changes	Page 21

**STAFF AND COMMENTS AND RECOMMENDATIONS**

This will shift the agreement from an annual to a multi-year contract.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by Idaho State University for a three (3) year employment agreement as submitted for Andrea Wilson, Head Softball Coach (1.0 FTE).

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**HEAD COACH EMPLOYMENT AGREEMENT**

Andrea Wilson	Attachments 1 and 2
Position Title	Head Softball Coach
FTE	1.0
Term	36 months
Term of Contract	July 1, 2009 – June 30, 2012
Annual Salary	\$45,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article III.C.

## EMPLOYMENT AGREEMENT

This Agreement between Idaho State University (“*University*”) and Andrea Wilson, head softball coach (“*Coach*”) (each individually a “*Party*” and collectively, the “*Parties*”), takes effect on July 01, 2009 (“*Effective Date*”).

### I. **Engagement.**

#### A. Definitions.

1. “*Director*” means University’s director of athletics.
2. “*Head*” means head coach of the Team (defined below).
2. “*President*” means University’s president.
3. “*Team*” means University’s intercollegiate softball team.

B. Employment. Under this Agreement, the University appoints Coach as its Head under a fixed term described below. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

C. Reporting Relationship. Coach reports and is responsible directly to the Director or the Director’s designee. Coach is also under the general supervision of the President. Coach must:

1. abide by any reasonable instruction of Director or the Director’s designee; and
2. confer with the Director or the Director’s designee on all administrative and technical matters.

#### D. Duties.

1. *In General.* Coach must:

- a. manage and supervise the Team; and
- b. perform any other duty in the University’s athletic program that the Director assigns and as this Agreement elsewhere describes.

2. *Non-Team Activity.* The University at any time has a right to reassign Coach to any duty at the University other than as Head. That reassignment:

- a. does not affect Coach’s primary compensation and benefits, but
- b. does cease Coach’s opportunity to earn supplemental compensation as provided in sections III.C.1 through III.C.7.

E. Suspension; Reassignment. The University has discretion at any time to suspend Coach from part or all of Coach’s duties, temporarily or permanently, with or without pay, or to reassign Coach to other duties.

II. **Effective Period.**

A. Definitions.

1. “*Board*” means the Idaho State Board of Education.
2. “*Term*” means a period during which the Agreement is in effect.

B. Term. The Term is three years, beginning on Effective Date, and expiring, without further notice to Coach, on June 30, 2012, unless earlier terminated as set forth further below.

C. Extension and Renewal.

1. *Procedure.* This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the Parties. Any renewal is subject to the Board’s prior approval.
2. *No Tenure Right.* This Agreement in no way grants to Coach a claim to tenure in employment. Coach’s service under this Agreement does not count in any way toward tenure at the University.

III. **Financial Matters.**

A. Definitions.

1. “*Annual Salary*” means a primary compensation amount corresponding to each consecutive twelve month period during the Term.
2. “*APR*” means a measurement that the NCAA (defined below) uses to track academic progress of NCAA-eligible student athletes and NCAA athletic programs.
3. “*Conference*” means Pacific Coast conference.
4. “*Department*” means University’s athletics department.
5. “*NCAA*” means the National Collegiate Athletic Association.
6. “*Personnel*” means Coach’s assistant coaches, any other employee for whom Coach is administratively responsible and Team members.
7. “*Tournament*” means softball post-season tournament.
10. “*Youth Camp*” means a youth softball camp at any University facility.

B. Regular Compensation. In exchange for Coach’s services and satisfactory performance of this Agreement, the University during the Term must provide to Coach:

1. **\$46,000.00** per year as an Annual Salary, payable in biweekly installments according to normal University procedures, subject to increase upon:
  - a. appropriate Director and President determination; and
  - b. Board approval;

2. an opportunity to receive any employee benefit that the University makes generally available to its non-faculty exempt employees;
  3. an opportunity to receive any employee benefit that the Department makes generally available to its employees of a comparable level; and
- C. Supplemental Compensation. Subject to conditions stated below, Coach has an opportunity to obtain additional compensation during the Term.
1. *Eligibility*. As determined at the President’s sole discretion in consultation with the Director, Coach’s right to receive any compensation item set forth under this section V.C and its subsections is contingent on the Coach’s and Personnel’s acceptable conduct:
    - a. on the University campus;
    - b. at University activities;
    - c. in the surrounding community; and
    - d. generally elsewhere.
  2. *Regular Season Title Bonus*. The University must pay to Coach an additional one week’s pay of Coach’s Annual Salary (*i.e.*, 1/52 x Annual Salary) for each year during which the Team wins a regular season Conference championship.
  3. *Tournament Bonuses*.
    - a. Pacific Coast. The University must pay to Coach an additional one week’s pay of Coach’s Annual Salary for each year during the Term at which the Team upon the regular season’s conclusion has either:
      - i. won the Conference Tournament; or
      - ii. obtained an automatic NCAA Tournament berth otherwise (including any so-called “play-in” game in the NCAA tournament).
    - b. NCAA Tournament. If the Team – either by automatic qualification or as an at-large choice – competes in the NCAA’s Tournament, then University cumulatively also must pay Coach for advancing the tournament bracket as follows:

Round 1	64 teams	1 <sup>st</sup> win	\$ 1,000.00
Round 2	32 teams	2 <sup>nd</sup> win	\$2,000.00
Round 3	16 teams	3 <sup>rd</sup> win	\$3,000.00
Round 4	8 teams	4 <sup>th</sup> win	\$4,000.00
Round 5	4 teams	5 <sup>th</sup> win	\$5,000.00
Round 6	2 teams	6 <sup>th</sup> win	<u>\$6,000.00</u>

Possible national championship winner computation bonus total: **\$21,000.00**

3. *Record Bonus.* Coach is eligible to receive supplemental compensation equivalent to one week’s salary for winning (30) or more regular season softball games
4. *Team APR Bonus.* Coach annually is eligible contingently to receive supplemental compensation for Team members’ academic achievements. University must pay to Coach as indicated below for any year during the Term that the Team’s four-year APR meets a NCAA’s national ranking range within softball listed below:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
60%-69%	\$1,000.00
70%-79%	\$2,000.00
80%-89%	\$3,000.00
90% or above	\$5,000.00

5. *Summer Camp operated by University.* Despite its exclusive right to operate any Youth Camp, the University must allow Coach an opportunity as a University employee to earn compensation related to that camp.
  - a. *Duties.* For any Youth Camp in which Coach chooses to participate, Coach’s duties include:
    - i. directing that camp’s marketing, supervision, and general administration; and
    - ii. performing any other related obligation that the Parties mutually choose.
  - b. *Payment.* In exchange for Coach’s participation in any Youth Camp, the University additionally must:
    - i. pay Coach any net revenues resulting from that camp, payable no later than thirty days after the camp ends; or
    - ii. upon the Coach’s instruction, direct those net revenues as an enhancement to the softball program budget at the University.
  - c. *Interruption.* Upon any suspension, reassignment or Agreement termination, University:
    - i. is not under any obligation to permit Coach to hold a Youth Camp after that termination, suspension, or reassignment takes effect; and
    - ii. is released from all obligations relating to that camp.

**D. General Conditions of Compensation.**

1. *Deductions; Withholdings.* All compensation that University provides to Coach is subject to deductions and withholdings as required by law or the requirements of any fringe benefit in which Coach participates.

2. *Employee Benefits.* Any employee fringe benefit – based in whole or in part upon compensation that the University provides to Coach – is so based only under section III.B, unless a specific fringe benefit program requires otherwise. Coach’s right to that benefit through the University or Department is conditioned upon Coach having fulfilled each current or later-amended requirement set forth by that benefit’s provider.

IV. **Coach’s Professional Obligations.** Coach must cooperate fully with the University and Department at all times.

A. Definitions.

1. “*Benefactor*” means any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor providing any benefit to Coach.
2. “*Company*” means any entity that the University to has selected to provide footwear, apparel or equipment applicable to the Agreement.
3. “*Deadline*” means the close of business on June 30<sup>th</sup> of each year or the last regular University work day preceding June 30<sup>th</sup>.
4. “*Mark*” means any University name, logo, trademark, trade name, or other University designation (including contraction, abbreviation or simulation).
5. “*Requirement*” means any applicable law or any policy, rule or regulation of the University, the Board, the Conference, or the NCAA, as further described in Exhibit A (attached and incorporated into this Agreement).
6. “*Violation Incident*” means any instance in which Coach has reasonable cause to believe that any person or entity has violated or is likely to violate any Requirement.

B. Coach’s Specific Duties and Responsibilities. In exchange for the compensation specified in this Agreement, and in addition to each obligation set forth elsewhere in this Agreement, Coach must:

1. devote Coach’s full time and best efforts to performing Coach’s Agreement duties;
2. develop and implement programs and procedures with respect to evaluating, recruiting, training, and coaching Team members that enable them to:
  - a. compete successfully; and
  - b. reasonably protect their health, safety, and well-being; and
3. observe and uphold the University’s academic standards, requirements, and policies and encourage Team members to:
  - a. perform to their highest academic potential; and
  - b. graduate in a timely manner.

C. Outside Activities.



1. *Distractions.* Coach must not undertake any business, professional or personal activity or pursuit that would:
  - a. prevent Coach from devoting Coach's full time and best efforts to performing Coach's Agreement duties;
  - b. detract from those duties in any manner otherwise; or
  - c. at University's sole determination, reflect adversely upon the University or its athletic program.
2. *Allowable Involvement.* Upon prior written approval from the Director (who may consult with the President), Coach has a right to enter into any separate arrangement for an outside activity or endorsement that is consistent with this Agreement. Coach must obtain prior written approval from the Director and the President before using any Mark in connection with that arrangement.

**D. NCAA Rules.**

1. *Outside Income.* Under NCAA rules, Coach must:
  - a. obtain the President's written approval before receiving any athletically-related income or benefit from any source outside the University; and
  - b. report the source and amount of all that income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the Deadline.
2. *Format.* Coach must cause the above outside income report to be in a format reasonably satisfactory to University.
3. *Prohibited Sources.* Coach directly or indirectly must not accept or receive from any Benefactor any money, benefit, or gratuity, if its acceptance or receipt by Coach would violate any Requirement.

**E. Hiring Authority.** Coach has the responsibility and sole authority to recommend to the Director any hiring or termination of any assistant coach for the Team. The Director makes any final decision to hire or terminate an assistant coach and – when necessary or appropriate – that decision may be subject to the President's and Board's the advance approval.

**F. Personnel Changes.** A listing of each name or title of any employee whom Coach supervises is attached as Exhibit B (attached and incorporated into this Agreement), Coach promptly throughout the Term must provide an update to this listing upon any employment change under Coach's supervision. That updated listing supersedes each prior Exhibit B version and is automatically incorporated into this Agreement.

**G. Scheduling.** Coach must consult with, and may make recommendations to the Director or the Director's designee with respect to the scheduling of Team competitions. The Director or the Director's designee makes any final scheduling decision.

- H. Other Coaching Opportunities. Coach during the Term must obtain the Director's approval before actively seeking, negotiating for, or accepting any basketball coaching employment at any other higher education institution. The University must ensure that the Director does not unreasonably withhold any approval described under this paragraph. Coach timely must keep the Director informed regarding any negotiation that Coach has begun as set forth above.
- I. Product Tie-Ins.
1. *Exclusivity.* University has an exclusive right to select footwear, apparel or equipment for Coach, other staff and student-athletes to use during:
    - a. any official practices or game; and
    - b. any time when Coach or the Team is:
      - i. being filmed by motion picture or video camera; or
      - ii. posing for any photograph in Coach's and/or Team's capacity as University's representative.
  2. *Consultation.* Upon the University's reasonable request, Coach must provide services among the following:
    - a. consulting with appropriate parties concerning Company's product's design or performance;
    - b. instructing at a clinic sponsored in whole or in part by that Company;
    - c. presenting a lecture at an event sponsored in whole or in part by that Company, and
    - d. making any other educationally-related appearance that University reasonably requests.
  3. *Conflicts.* Despite the preceding sentence, Coach retains a right to decline any appearance that Coach reasonably considers to conflict with or hinder Coach's Agreement duties and obligations.
    - a. *Competitive Transactions.* Coach diligently must avoid entering into any binding arrangement with a competitor of that Company. Coach must submit each proposed outside consulting agreement to the University for the Director's review and approval before signing it.
    - b. *Outside Income.* Coach must also report that outside income to the University according to NCAA rules. Coach must not:
      - i. endorse any athletic footwear, apparel or equipment product, including its manufacturer or other merchandizing entity; or
      - ii. participate in any message or promotional appearance that contains a comparative or qualitative description of athletic footwear, apparel or equipment product.

- J. Compliance. Coach must:
1. know, recognize, and comply with each Requirement;
  2. supervise and take appropriate steps to ensure Personnel's knowledge, recognition and compliance of each Requirement; and
  2. immediately report to the Director and to the Department's Director of Compliance any Violation Incident arising from any representative of the University's athletic interests.
- V. **Termination.** Any for-cause ground, remedy or prohibition described under this Article also applies – at the University's discretion – to suspending or reassigning Coach as described in section I.E.
- A. By University.
1. *For Cause.* The University at any time has a right to terminate this Agreement for good or adequate cause, as those terms are defined in applicable rules and regulations.
    - a. Additional Grounds. University's for-cause grounds to terminate also include the following:
      - i. any deliberate and major violation of Coach's Agreement duties or the refusal or unwillingness of Coach to perform them in good faith and to the best of Coach's abilities;
      - ii. Coach's failure to remedy any Agreement violation as of thirty days after University's written notice to Coach of that violation;
      - iii. any deliberate or major Requirement violation by Coach under this Agreement or during Coach's employment at another NCAA or NAIA member institution;
      - iv. ten working days' absence of Coach from duty under the Agreement without the University's consent;
      - v. any conduct of Coach that constitutes moral turpitude or that University considers to reflect adversely on the University or its athletic programs;
      - vi. Coach's failure to represent positively the University and its athletic programs in any public or private forum;
      - vii. Coach's failure of Coach fully and promptly to cooperate with the NCAA or the University in any investigation of any Requirement's possible violation;
      - viii. Coach's failure to report a known Requirement violation by any Personnel; or
      - ix. any Violation Incident arising from Personnel, if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

- b. Procedure. University has a right to terminate for good or adequate cause as follows:
    - i. before the termination takes effect, the Director or his designee provides Coach with notice as set forth in this Agreement, include any reason for the contemplated action;
    - ii. Coach then has an opportunity to respond; and
    - iii. after Coach responds or fails to respond, University must notify Coach whether, and if so, when the action has effect.
  - c. Effect of Termination. Upon University's termination for good or adequate cause:
    - i. the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, ceases as of the date of that termination; and
    - ii. University is not liable for the loss of any collateral business opportunity or other benefit, perquisite, or income resulting from any outside activity or other source.
  - d. NCAA Sanction. If Coach is found to violate any NCAA regulation, then along with Section V.A, Coach is subject to disciplinary or corrective action under NCAA enforcement procedures. This paragraph applies to any violation occurring at the University or at any previous institution at which the Coach was employed.
2. For Convenience. At any time during the Term, University has a right to terminate this Agreement for University's convenience by giving ten days' prior written notice to Coach. If University terminates this Agreement for its convenience, then:
- a. University must pay Coach any due amount under section III.B.1, excluding any deduction that law requires, on each regular University payday until the first of the following occurs:
    - i. the Term expires; or
    - ii. Coach obtains reasonably comparable employment;
  - b. Coach is entitled to continue Coach's health insurance plan and group life insurance as if Coach remained a University employee until the first of the following occurs:
    - i. the Term expires; or
    - ii. Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance;
  - c. Coach is entitled to no other compensation or fringe benefit, unless this Agreement provides or law requires otherwise;

- d. if Coach obtains employment at any lesser amount after that termination, then:
  - i. the amount that University must pay is adjusted and reduced by that lesser amount; and
  - ii. that adjusted compensation is to be calculated for each University pay-period by the following steps:
    - STEP 1: reducing the section III.B.1 amount (before any deduction that law requires) by Coach's gross compensation under the lesser employment; and
    - STEP 2: from this adjusted gross compensation, subtracting each legally-required deduction.
- e. Coach specifically must:
  - i. inform University no later than ten business days after obtaining any other employment; and
  - ii. advise University of the employment's nature, location, salary, compensation, health insurance, life insurance, other fringe benefits and each other relevant provision;
- f. any failure by Coach to so inform and advise University constitutes a material Agreement breach that ends University's payment obligation under this for-convenience termination provision; and
- g. Coach further must repay to University any compensation that University has paid to Coach:
  - i. after the date Coach obtains that other employment; and
  - ii. to which Coach is not entitled under this for-convenience termination provision.

**C. Termination by Coach for Convenience.**

- 1. *University Investment Interest.* The Coach recognizes that Coach's promise to work for University for the entire Term is this Agreement's essence. The Coach also recognizes that:
  - a. the University is making a highly valuable investment in Coach's employment by entering into this Agreement; and
  - b. University's investment would be lost if Coach resigns or terminates Coach's employment with the University before Term's expiration otherwise.
- 2. *Termination Right.* The Coach has a right to terminate for Coach's convenience during the Term by giving prior written notice to the University. That termination takes effect ten days after Coach delivers that notice to the University. If the Coach terminates this Agreement for convenience at any time, then:

- a. each University obligation ceases immediately when the termination takes effect;
  - b. Coach must pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement an applicable amount as described below:
    - i. the whole amount set forth in section III.B.1 for the then-current Term, if Coach terminates the Agreement on or before July 01, 2010;
    - ii. **\$30,000.00**, if the Agreement is terminated between July 02, 2010, and June 30, 2011, inclusive; or
    - iii. **\$20,000.00**, if the Agreement is terminated between July 01, 2011 and June 30, 2012, inclusive; and
  - c. liquidated damages are due and payable no later than twenty days after the termination takes effect and any unpaid amount bears simple interest at a rate of eight percent *per annum* until paid.
- D. Termination due to Disability or Death of Coach. “*Function*” means an essential Head function under the Agreement.
- 1. *Automatic Termination.* Despite any other Agreement provision, this Agreement terminates automatically if Coach:
    - a. becomes totally or permanently disabled as the University's disability insurance carrier so defines;
    - b. becomes unable to perform any Function; or
    - c. dies.
  - 2. *Death.* If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits cease as of the last day worked. But the University must pay the Coach's personal representative or other designated beneficiary any:
    - a. compensation due or unpaid; and
    - b. death benefit – due to the Coach's estate or any beneficiary under that estate – that is:
      - i. contained in any fringe benefit plan currently in force; or
      - ii. later adopted by the University as of that termination date.
  - 3. *Disability.* If this Agreement terminates because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform any Function, then:
    - a. University's duty to pay any salary or other benefit ceases; although:
    - b. the Coach remains entitled to receive:

- i. any compensation due or unpaid; and
  - ii. any disability-related benefit to which Coach is entitled by virtue of employment with the University.
- E. Interference by Coach. Upon any termination by either Party, Coach must not:
  - 1. interfere with the University's student-athletes; or
  - 2. obstruct the University's ability to transact business or operate its intercollegiate athletics program otherwise.
- F. No Liability. Irrespective of any circumstance, the University is not liable to Coach for any loss of any collateral business opportunity or other benefit, perquisite or income from any source that ensues:
  - 1. as a result of any Agreement termination:
    - a. by either party; or
    - b. due to death or disability; or
  - 2. Coach's suspension or reassignment.
- G. Waiver of Rights.
  - 1. *Unique Circumstances.* The Coach under this Agreement is receiving a multi-year commitment and an opportunity to receive supplemental compensation. Commitments and opportunities of this type are not customarily afforded to University employees.
  - 2. *Impact.* Recognizing that commitment and opportunity, under any circumstance that the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach:
    - a. retains each right that this Agreement provides to Coach under that circumstance; but
    - b. releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in:
      - i. the Board's governing policies and procedures manual; and
      - ii. the University's faculty-staff handbook.

**VI. Miscellaneous.**

**A. Definitions.**

- 1. "*Force Majeure*" means any prevention, delay or stoppage of a Party's Agreement performance due to any:
  - a. strike;
  - b. lockout;
  - c. labor dispute;

- d. act of God;
  - e. inability to obtain labor or any material (or reasonable substitute for that labor or material);
  - f. governmental restriction;
  - g. governmental regulation;
  - h. governmental control;
  - i. enemy or hostile governmental action;
  - j. civil commotion;
  - k. fire; or
  - l. other casualty or cause beyond the Party's reasonable control.
2. "Property" means any key, credit card, personnel record, recruiting record, team information, film, statistic, material, data, information article, courtesy car or other personal property.
- B. Board Approval. This Agreement has effect only after being approved by the Board and signed by both Parties as set forth below. In addition, University's duty to pay any Agreement compensation is subject to:
- 1. approval of the Board, the President, and the Director;
  - 2. sufficiency of legislative appropriations;
  - 3. University's receipt of sufficient funds in any account from which that compensation is to be paid; and
  - 4. the Board's and University's rules regarding financial exigency.
- C. University Property.
- 1. *Scope*. University owns any Property:
    - a. that University has furnished to Coach; or
    - b. that Coach develops:
      - i. on the University's behalf;
      - ii. at the University's direction;
      - iii. for the University's use; or
      - iv. in connection with Agreement employment otherwise.
  - 2. *Return*. No later than twenty-four hours after the Term's expires or the Agreement earlier terminates, Coach immediately must cause any Property in Coach's possession or control to be delivered to the Director.
- D. Assignment. Each Party must obtain the other Party's written consent before assigning its rights or delegating its obligations under this Agreement.
- E. Waiver. A waiver of any default in performing under this Agreement takes effect only if in writing and signed by the waiving Party. That waiver does not constitute



a waiver of any other or later breach. Resorting to a particular remedy upon a breach does not constitute a waiver of any other available remedy.

- F. Severability. If any Agreement provision is determined to be invalid or unenforceable, then the remainder of the Agreement is not affected and remains in effect.
- G. Governing Law. This Agreement is subject to and is to be construed according to the laws of the state of Idaho as an agreement to be performed in Idaho. A Party must bring any action based in whole or in part on this Agreement in the courts of the state of Idaho.
- H. Oral Promises. The University is not bound to any oral promise of any increase in Annual Salary or of any supplemental or other compensation.
- I. Force Majeure. A Party obligated to perform (including financial inability) under the Agreement is excused from performing during any Force Majeure occurrence period.
- J. Confidentiality. The Coach consents to this document being released and made available to the public after the Coach has signed it. The University has sole discretion to release or make available to the public any document or report that Coach is required to produce under this Agreement.
- K. Notices.
  - 1. *Procedure*. Actual notice, however and from whomever received, is always effective.
    - a. Means. A Party must cause each Agreement notice to be in writing and delivered:
      - i. in person;
      - ii. by public or private courier service (including U.S. Postal Service Express Mail);
      - ii. by certified mail with return receipt requested; or
      - iv. by facsimile.
    - b. Relevant Date. Any notice is considered to have been given on the earliest of:
      - i. actual delivery or refusal to accept delivery;
      - ii. the date of mailing by certified mail; or
      - iii. the day facsimile delivery is verified.
  - 2. *Party Addresses*. 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:
    - a. if to the University: Director of Athletics  
Campus Box 8173  
Idaho State University

Pocatello, ID 83209-8173

with a copy to: President  
 921 South 8<sup>th</sup> Ave. Stop 8310  
 Idaho State University  
 Pocatello, ID 83209-8310

b. if to the Coach: Andrea Wilson  
 Last known address on file with  
 University's Human Resource Services

- L. Headings. Each heading contained in this Agreement is for reference purposes only and does not in any way affect the Agreement’s meaning or interpretation.
- M. Binding Effect. This Agreement is for the benefit only of the Parties and inures to the benefit of and binds the Parties and their respective heirs, legal representatives, successors and assigns.
- N. Non-Use of Names and Trademarks. The Coach in each case must obtain the University's written consent before using any Mark, except in the course and scope of Coach’s official University duties.
- O. No Third Party Beneficiaries. The Agreement has no intended or unintended third party beneficiary.
- P. Entire Agreement; Amendments. This Agreement constitutes the Parties’ entire understanding and supersedes any prior agreement or understanding with respect to the same subject matter. An amendment or modification of this Agreement is effective only if in writing, signed by both Parties, and approved by University's Board Trustees.
- Q. Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had an opportunity to consult and review this Agreement with an attorney and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement is to be construed simply, according to its fair meaning, and not strictly for or against any party.

Signed:

**UNIVERSITY**

**COACH**

\_\_\_\_\_  
 Arthur Vailas, President

\_\_\_\_\_ Date

\_\_\_\_\_  
 Andrea Wilson

\_\_\_\_\_ Date

Approved by the Board of Trustees, on the \_\_\_\_\_.

**Exhibit A**

Requirements

The applicable laws, policies, rules, and regulations include:

- (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual;
- (b) University's Handbook;
- (c) University's Administrative Procedures Manual;
- (d) Department policies;
- (e) NCAA rules and regulations; and
- (f) Conference rules and regulations.

**Exhibit B**

Listing of Employees under Coach's Supervision

Assistant Coach

Shelly Prochaska

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ANDREA WILSON, HEAD SOFTBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	1.3 Duties	I.D.2 .. Non-Team Activity	Language added clarifying University's right "at any time" to reassign is independent of "for cause" right to terminate or to reassign duties under V.A.1.
2	3.2 Supplemental Compensation	III.C Supplemental Compensation – increases bonus amounts and adds bonus categories, while clarifying that all depends on acceptable conduct by Coach, assistance, staff and players	Makes all supplemental compensation (not Annual Salary) <u>contingent</u> on Coach's and Personnel's acceptable conduct, and <u>alters</u> supplemental compensation bonus potential according to the following milestones: <ul style="list-style-type: none"> <li>regular-season win thresholds (<i>increased</i> from 20 games to 30 games); and</li> <li>reaching <i>modified</i> NCAA academic progress metric (from raw score to 4-year percentile ranking) (increased amounts also).</li> </ul>
3	3.2.6 Summer Camp Operated by University	III.C.7 Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Softball Program.
4	5.1.1 Termination for Cause	V.A.1.a.vi Additional Grounds - Added a subsection regarding cause for termination (or for suspension/reassignment)	Added language including "failure of Coach to represent the University and its athletic programs positively in public or private forums" as possible cause for employment action.
5	5.2.2 Termination of Coach for Convenience of University	V.A.2.a University termination of Coach for convenience – modified duration	Modified and added language specifying Coach to be paid until the earlier date of the contract term ending, or Coach finding "reasonably comparable employment."
6	6.16. Opportunity to Consult with Attorney	VI.Q. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of any legal counsel acting on behalf of the University."

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Modifications to multi-year athletic coach contracts

**REFERENCE**

February 22, 2007	Board approval of Head Football Coach contract
August 21, 2008	Board approval of Head Women's Soccer Coach contract
August 11, 2005	Board approval of term extension and modifications to Head Women's Volleyball Coach contract.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3.

**BACKGROUND/DISCUSSION**

The University of Idaho is requesting approval for modifications to the multi-year contracts of three head coaches. All three contracts will be modified to allow for each coach to operate youth camps on campus in their respective sports, provided the University has notified the coach, in writing, that the University does not intend to operate youth camps in their sport for a specified period of time.

The proposed new terms govern the operation of the youth sports camps by each coach during the specified time the University has chosen not to operate its own camp. The proposed new terms adopt the Board's standard contract terms for sports camps operated by coaches.

Additionally, with respect to the Head Women's Volleyball Coach and the Head Football Coach contracts, the university has updated the contract terms relating to termination for convenience and compliance with NCAA Rules. These terms incorporate what is now the University's standard language for multi-year coach contracts.

**IMPACT**

The proposed amendments to allow these coaches to operate youth sports camps will not have a material financial impact on the University, in as much as the University retains the first right to operate such camps if it chooses to do so.

The proposed amendments do not change the amount of annual compensation the University pays the coach under the contract.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**ATTACHMENTS**

Attachment 1 – Proposed Amended Contract Head Football Coach	Page 3
Attachment 1A – Amended Contract Head Football Coach-REDLINE	Page 17
Attachment 1B – Model Contract Matrix - Head Football Coach	Page 33
Attachment 2 – Proposed Amended Contract Head Women’s Soccer Coach	Page 35
Attachment 2A –Amended Contract Head Women’s Soccer Coach-REDLINE	Page 47
Attachment 2B – Model Contract Matrix - Head Women’s Soccer Coach	Page 63
Attachment 3 – Proposed Amended Contract Head Women’s Volleyball Coach	Page 65
Attachment 3A –Amended Contract Head Women’s Volleyball Coach-REDLINE	Page 79
Attachment 3B – Model Contract Matrix - Head Women’s Volleyball Coach	Page 95

**STAFF COMMENTS AND RECOMMENDATIONS**

These modifications allow the coaches to operate youth camps in the event the University does not intend to operate youth camps in their sport for a specified period of time. Also, the university has updated the contract terms relating to termination for convenience and compliance with NCAA Rules for the Head Women’s Volleyball Coach and the Head Football Coach contracts.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by the University of Idaho to modify the terms of the multi-year contracts for the University’s Head Football Coach, Women’s Soccer Coach and Women’s Volleyball Coach, and to authorize the University to execute amended contracts in substantial conformance to the proposed amended contracts attached to the Board materials.

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

**AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Robb Akey (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2.1 through 3.2.6 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment commencing on December 17, 2006, and terminating, without further notice to Coach, on December 16, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**ARTICLE 3**

**3.1 Regular Compensation.**

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$155,001.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation**

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for a bowl game pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or bowl eligibility is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: NCAA

Academic Progress Rate (APR); grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.5 The Coach shall receive the sum of \$85,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth football camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth football camps on the University's campus and using its facilities under the following terms and conditions:

## ATTACHMENT 1

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;



- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

## 5.2 Termination of Coach for Convenience of University .

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement

ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated between January 2, 2009 and January 1, 2010 inclusive, the sum of \$750,000.00; (b) if the Agreement is terminated between January 2, 2010 and January 1, 2011 inclusive, the sum of \$500,000; (c) if the Agreement is terminated between January 2, 2011, and December 15, 2011 inclusive, the sum of \$500,000. These sums shall be due and payable within

twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are

not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable

control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:                      Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                      President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                              Robb Akey  
Last known address on file with  
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject

matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Duane Nellis, President                      Date

\_\_\_\_\_  
Robb Akey                      Date

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**AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Robb Akey (Coach).

## ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2.1 through 3.2.6 shall cease.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on December 17, 2006, and terminating, without further notice to Coach, on December 16, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.



## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$155,001.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

## 3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for a bowl game pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or bowl eligibility is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: NCAA Academic Progress Rate (APR); grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.5 The Coach shall receive the sum of \$85,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth football camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth football camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s),

Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head football coach. In order to avoid entering into an

agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the

policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall ~~report the~~ provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

~~4.3~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

## 5.2 Termination of Coach for Convenience of University.



5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall ~~be obligated to pay to Coach, as liquidated damages and not a penalty,~~ the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment; or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 ~~The parties have both~~ University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations, ~~and~~ The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach, ~~for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are~~ Such compensation is not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~as liquidated damages and not a penalty, for the breach of this Agreement~~ the following sums: (a) ~~if the Agreement is terminated on or before January 1, 2008, the sum of \$1,000,000.00;~~ (b) ~~if the Agreement is terminated between January 2, 2008 and January 1, 2009 inclusive, the sum of \$1,000,000.00;~~ (c) if the Agreement is terminated between January 2, 2009 and January 1, 2010 inclusive, the sum of \$750,000.00; (d) if the Agreement is terminated between January 2, 2010 and January 1, 2011 inclusive, the sum of \$500,000; (e) if the Agreement is terminated between January 2, 2011, and December 15, 2011 inclusive, the sum of \$500,000. ~~The liquidated damages~~ These sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 ~~The parties have both~~ University has been represented by legal counsel, ~~and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel~~ in the contract negotiations, ~~and~~ The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages sums~~ by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. ~~The liquidated damages~~ Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently

disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in

the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The

Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:                    Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                    President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                         Robb Akey  
Last known address on file with  
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with

respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
~~Duane Nellis, Tim White~~, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_~~Robb Akey~~

\_\_\_\_\_  
Date

~~Approved by the Board of Regents on the 22nd day of February, 2007.~~

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**Rob Akey, University of Idaho, Head Football Coach**  
**MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2.6 Summer Camps	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and authorizes coach to operate a summer camp under these conditions in the event the University notifies the coach in writing that it does not intend to operate a camp for a particular period of time. The language and criteria for coach operated summer camps is a modification from the original contract with coach, but it does not deviate in substance from the Board's model contract.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as "including but not limited to..." This is now standard in all University coach contracts.
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach. This is now standard in all University coach contracts.
5.2.3 Representation by	5.2.3 Representation by	Language clarifies that the parties have been



Counsel	Counsel; compensation for termination	represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2. This is now standard in all University coach contracts.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to payments on termination which have expired are deleted. References to liquidated damages are deleted for the same reason as in 5.2.2. This is now standard in all University coach contracts.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above. This is now standard in all University coach contracts.

AMENDED EMPLOYMENT AGREEMENT

This Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Peter Showler (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years five (5) months, commencing on July 1, 2008, and terminating, without further notice to Coach, on December 1, 2010, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$37,689.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation**

3.2.1. Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year immediately following the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the 50th percentile or higher as follows:

National rank within sport  
50th - 60th % = \$250  
60th - 70th % = \$300  
70th - 80th % = \$400  
80th % or above = \$450

Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$6,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment

shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to operate soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay coach the remaining income from the camps after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University.

Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the soccer conference of which the University is a member.

Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.



5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before June 1, 2009, the sum of \$15,000; (b) if the Agreement is terminated between June 2, 2009 and June 1, 2010 inclusive, the sum of \$10,000; (c) if the Agreement is terminated between June 2, 2010 and December 1, 2010 inclusive, the sum of \$5,000. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the

University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its

earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach’s possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, 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 casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:                         Director of Athletics  
  University of Idaho  
  P.O. Box 442302  
  Moscow, Idaho 83844-2302

with a copy to:                         President  
  University of Idaho  
  P.O. Box 443151  
  Moscow, ID 83844-3151

the Coach: Peter Showler  
Last known address on file with  
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Duane Nellis                      Date  
President

\_\_\_\_\_  
Peter Showler,                      Date

**AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Peter Showler (Coach).

## ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years five (5) months, commencing on July 1, 2008, and terminating, without further notice to Coach, on December 1, 2010, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

## ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$37,689.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year immediately following the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within intercollegiate women's soccer at the 50th percentile or higher as follows:

National rank within sport  
50th - 60th % = \$250  
60th - 70th % = \$300  
70th - 80th % = \$400

80th % or above = \$450

Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$6,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to operate soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay coach the remaining income from the camps after all claims, insurance, and expenses of such camps have been paid.



Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;

- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the soccer conference of which the University is a member.

Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would

reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties

prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the

University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment,

whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.



5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before June 1, 2009, the sum of \$15,000; (b) if the Agreement is terminated between June 2, 2009 and June 1, 2010 inclusive, the sum of \$10,000; (c) if the Agreement is terminated between June 2, 2010 and December 1, 2010 inclusive, the sum of \$5,000. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.



5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, 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 casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University: Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to: President

University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach: Peter Showler  
Last known address on file with  
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

~~Duane Nellis~~~~Steven Daley Laursen~~

Date

Peter Showler,

Date

President

~~Approved by the Board of Regents on the \_\_\_\_ day of August, 2008.~~

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**Peter Showler, University of Idaho, Head Women’s Soccer Coach  
 MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	Contract Section	Justification for Modification
3.2.6 Summer Camps	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach’s operation of a summer youth camp and authorizes coach to operate a summer camp under these conditions in the event the University notifies the coach in writing that it does not intend to operate a camp for a particular period of time. The language and criteria for coach operated summer camps is a modification from the original contract with coach, but it does not deviate in substance from the Board’s model contract.

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**AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Debbie Buchanan (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate volleyball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on August 1, 2005 and terminating, without further notice to Coach, on July 31, 2010, unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:



- a) An annual salary of \$66,817.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate volleyball teams and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up equal to one-thirteenth (1/13) of Coach's Annual Salary based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be

separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to her duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:

### ATTACHMENT 3

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during

the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by \_\_\_Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head volleyball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format

reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall

include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.



5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University the following sum: (a) if the Agreement is terminated between August 2, 2008 and August 1, 2010 inclusive, the sum of \$2,000. This sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University\_ employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of

legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, 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 casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:                    Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                    President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                         Debbie Buchanan  
Last known address on file with  
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of her official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY OF IDAHO

COACH

\_\_\_\_\_  
M. Duane Nellis, President                      Date

\_\_\_\_\_  
Debbie Buchanan                                      Date

**AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Debbie Buchanan (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate volleyball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.77 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on August 1, 2005~~3~~ and terminating, without further notice to Coach, on July 31, 2010,~~7~~ unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

Amended Employment Agreement \_\_\_\_\_ 1

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$66,817.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

### 3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate volleyball teams and if Coach continues to be employed as University's head volleyball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up equal to one-thirteenth (1/13) of Coach's Annual Salary based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages;

difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's volleyball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season volleyball game, and one-half shall be paid no later than two weeks after the last regular season volleyball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. [Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25.](#) Agreements requiring the Coach to participate in Programs related to her duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide her services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate youth volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the



University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth volleyball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth volleyball camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage:

spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;

- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head volleyball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or

equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

~~4.3~~ 4.3—NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall ~~report the~~ provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

## ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;  
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 \_\_\_\_\_ Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

## 5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall ~~be obligated to pay to~~ Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 ~~The parties have both~~ University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. ~~and The parties~~ have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. ~~for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are~~ Such compensation is not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

Amended Employment Agreement

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5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, ~~as liquidated damages and not a penalty, for the breach of this Agreement~~ the following sum: (a) ~~if the Agreement is terminated on or before August 1, 2006, the sum of \$5,000.00;~~ (b) ~~if the Agreement is terminated between August 2, 2006 and August 1, 2007 inclusive, the sum of \$4,000.00;~~ (c) ~~if the Agreement is terminated between August 2, 2007 and August 1, 2008 inclusive, the sum of \$3,000.00;~~ (d) if the Agreement is terminated between August 2, 2008 and August 1, 2010 inclusive, the sum of \$2,000. ~~The liquidated damages~~ This sum shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.54 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

#### 5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently Amended Employment Agreement



disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University\_ employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in

the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, 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 casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The

Amended Employment Agreement

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Coach further agrees that all documents and reports she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

| the University (College): \_\_\_\_\_ Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to: President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

| \_\_\_\_\_  
the Coach: Debbie Buchanan  
Last known address on file with  
University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of her official University duties.

| Amended Employment Agreement

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY ~~(COLLEGE)~~ OF IDAHO

COACH

\_\_\_\_\_  
Timothy White M. Duane Nellis, President \_\_\_\_\_ Date \_\_\_\_\_  
Buchanan, \_\_\_\_\_ Date \_\_\_\_\_ Debbie

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**Debbie Buchanan, University of Idaho, Head Women's Volleyball Coach  
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Media compensation is made contingent on Coach's compliance with University's financial stewardship policies. This is now standard in all University coach contracts.
3.2.6 Summer Camps	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and authorizes coach to operate a summer camp under these conditions in the event the University notifies the coach in writing that it does not intend to operate a camp for a particular period of time. The language and criteria for coach operated summer camps is a modification from the original contract with coach, but it does not deviate in substance from the Board's model contract.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as "including but not limited to..." This is now standard in all University coach contracts.
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-

		terminating party is entitled to compensation, not damages for breach. This is now standard in all University coach contracts.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2. This is now standard in all University coach contracts.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2. This is now standard in all University coach contracts.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above. This is now standard in all University coach contracts.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**SUBJECT**

Chief Executive Officers Employment Agreements

**REFERENCE**

June, 2009

Board approved annual compensation for its chief executive officers and directed staff to prepare employment agreements containing terms and conditions for further Board consideration.

**BACKGROUND/DISCUSSION**

Staff was directed to develop employment agreements for the Chief Executive Officers for Boise State University, Idaho State University, Lewis-Clark State College, Eastern Idaho Technical College and the Office of the State Board of Education. The Executive Committee of the Board has reviewed the proposed contract and they are now being submitted to the Board for approval.

**BOARD ACTION**

A motion to approve the employment contract for Boise State University President, Dr. Robert Kustra, in the form provided to the Board and to authorize the Board President to sign on behalf of the Board.

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

A motion to approve the employment contract for Idaho State University President, Dr. Arthur Vailas, in the form provided to the Board and to authorize the Board President to sign on behalf of the Board.

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

A motion to approve the employment contract for Lewis-Clark State College President, Dr. Dene Thomas, in the form provided to the Board and to authorize the Board President to sign on behalf of the Board.

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

A motion to approve the employment letter and term sheet for Eastern Idaho Technical College President, Mr. Burton Waite, in the form provided to the Board and to authorize the Board President to sign on behalf of the Board.

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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A motion to approve the employment letter and term sheet for the Office of the State Board of Education Executive Director, Dr. Mike Rush, in the form provided to the Board and to authorize the Board President to sign on behalf of the Board.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**SUBJECT**

First reading Board Policy II.G. Faculty (Institutional Faculty Only)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.G.2.b.(2)

**BACKGROUND/DISCUSSION**

Board policy II.G.2.b.(2) leaves open for interpretation the annual status of 9-month, full time faculty. The proposed change in the policy is designed to make it clear that for all benefit status determinations and calculations, faculty members shall be considered full time, year round employees of the employing institution as long as the employee's teaching, research, and service duties are commensurate with the full time faculty work load assignment as defined by the employing institution. This item comes with a recommendation from CAAP for approval.

**IMPACT**

The action will clarify the benefit status for faculty.

**ATTACHMENTS**

Attachment 1 – Revised Policy – Redline

Page 2

Attachment 2 – Revised Policy – Clean

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

This policy revision stipulates that faculty members are considered full-time employees. The state Attorney General office opined in 2007 that the Board has authority to adopt a 12-month payment methodology for non-classified employees whose duty year is less than 12 months.

The combination of the revised Board policy and AG opinion should clarify that faculty are considered full-time employees when determining benefits and similar calculations.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the first reading of Board Policy II.G. – Faculty as submitted.

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES****SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)**August 20097

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## 2. Compensation

## a. Salary

All initial salaries for faculty employees are established by the chief executive officer, subject to approval by the Board where applicable. Payment in addition to regular salaries must be authorized by the chief executive officer and reported to the Board. The Board may make subsequent changes for faculty employee positions or may set annual salary guidelines and delegate to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective and paid to the employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board Authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

## b. Salaries, Increases and other Compensation related items

- (1) For purposes of categorizing faculty employees for salary and reporting purposes, the following definition applies: Faculty includes all persons whose specific assignments customarily are made for the purpose of conducting instruction, research, or public service as a principal activity (or activities), and who hold the following academic rank or titles of professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks. Report in this category deans, directors, or the equivalents, as well as associate deans, assistant deans, and executive officers of academic departments (chairpersons, heads, or the equivalent) if their principal activity is instructional. Do not include student teaching or research assistants or medical interns or residents. (For reporting purposes, deans, associate deans, and assistant deans are included in the executive/administrative category.)
- (2) Credited State Service/Full Time Status - A faculty member employed for an academic year and paid over a twelve-month period will be credited with twelve (12) months of state service. For all benefit status determinations and calculations, faculty members shall be considered full time, year round employees of the employing institution as long as the employee's teaching, research and service duties are commensurate with the full time faculty work load assignment as defined by the employing institution.
- (3) Pay Periods - All faculty employees, including those on academic-year appointments, are paid in accordance with a schedule established by the state controller.
- (4) Automobile Exclusion - Unless expressly authorized by Board policy, no faculty employee will receive an automobile or automobile allowance as part of his/her compensation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**ATTACHMENT 3**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)**

**August 2009**

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2. Compensation

a. Salary

All initial salaries for faculty employees are established by the chief executive officer, subject to approval by the Board where applicable. Payment in addition to regular salaries must be authorized by the chief executive officer and reported to the Board. The Board may make subsequent changes for faculty employee positions or may set annual salary guidelines and delegate to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective and paid to the employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board Authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

b. Salaries, Increases and other Compensation related items

- (1) For purposes of categorizing faculty employees for salary and reporting purposes, the following definition applies: Faculty includes all persons whose specific assignments customarily are made for the purpose of conducting instruction, research, or public service as a principal activity (or activities), and who hold the following academic rank or titles of professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks. Report in this category deans, directors, or the equivalents, as well as associate deans, assistant deans, and executive officers of academic departments (chairpersons, heads, or the equivalent) if their principal activity is instructional. Do not include student teaching or research assistants or medical interns or residents. (For reporting purposes, deans, associate deans, and assistant deans are included in the executive/administrative category.)
- (2) Credited State Service/Full Time Status - A faculty member employed for an academic year and paid over a twelve-month period will be credited with twelve (12) months of state service. For all benefit status determinations and calculations, faculty members shall be considered full time, year round employees of the employing institution as long as the employee's teaching, research and service duties are commensurate with the full time faculty work load assignment as defined by the employing institution.
- (3) Pay Periods - All faculty employees, including those on academic-year appointments, are paid in accordance with a schedule established by the state controller.
- (4) Automobile Exclusion - Unless expressly authorized by Board policy, no faculty employee will receive an automobile or automobile allowance as part of his/her compensation.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**SUBJECT**

Hiring of a Chief Fiscal Officer by the Office of the State Board of Education (OSBE)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section II.B.3.b.

**BACKGROUND/DISCUSSION**

Board Policy II.B.3.b. requires Board approval for any positions hired at a rate of 75% or greater of the Chief Executive Officer's salary.

The Chief Fiscal Officer is a key position in the Office of the State Board of Education and been vacant since July 2007.

**IMPACT**

Having this position filled will allow the Board staff to provide the State Board and the institutions with critical information, planning and coordination related to the financial function of institutions and agencies.

**BOARD ACTION**

A motion to approve the request by the Office of the State Board of Education to hire a Chief Fiscal Officer at a rate of 75% or greater of the Chief Executive Officer's salary.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>FY 2011 BUDGET REQUESTS</b>	Motions to approve
2	<b>FY 2011 CAPITAL BUDGET REQUESTS</b>	Motions to approve
3	<b>BOISE STATE UNIVERSITY</b> Laser Purchase	Motion to approve
4	<b>BOISE STATE UNIVERSITY</b> East Junior High Property Project	Motion to approve
5	<b>UNIVERSITY OF IDAHO</b> Wallace Complex Roof Repair Project	Motion to approve
6	<b>UNIVERSITY OF IDAHO</b> Settlement Agreement	Motion to approve
7	<b>LEWIS-CLARK STATE COLLEGE</b> Property Sale	Motion to approve
8	<b>ITEM PULLED FROM AGENDA</b>	
9	<b>PROMISE B SCHOLARSHIP – FY 2010</b>	Motion to approve
10	<b>UNIVERSITY OF IDAHO</b> Kibbie Dome Life Safety Project	Information item



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**SUBJECT**

FY11 Budget Request Summary

**REFERENCE**

May 2009	Instructions to agencies and institutions regarding prioritization of FY 2011 Line Item categories
June 2009	Directed staff to reasonably prioritize the FY 2011 Line Items

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.  
Title 67, Chapter 35, Idaho Code

**BACKGROUND/DISCUSSION**

The Board established the guidelines, timetable, and priority categories for reviewing and approving the FY11 budget requests at the April 2009 Board meeting. At the June 2009 Board meeting, the institutions and agencies presented their Line Item requests and the Board directed staff to prioritize the Line Items in a reasonable manner. After reviewing the requests and considering Idaho's general revenue decline, staff developed the list of Line Items summarized on page 5 and recommended these enhancements to be included in the institution and agency budget submissions to the Governor's Division of Financial Management (DFM). The remaining Line Items not recommended are listed on page 4 and will be forwarded to the Legislature as an information item.

The Business and Human Resources Committee has endorsed this list, and the institutions and agencies have also been given the opportunity to evaluate the list to ensure critical issues have not been overlooked.

The FY11 budget requests for the agencies and institutions are summarized starting on page 7. The summary reflects the current year's funding, changes to arrive at the Base for calculating the FY11 Maintenance of Current Operations (MCO) increases, and the Line Items requests. The source of funds is broken out by the General Fund and all other resources including federal stimulus dollars. The MCO request may change as events unfold in an attempt to accurately provide maintenance funds for FY11 (statewide cost allocations, inflation, change in employee compensation, etc). The Line Items will only change at the direction of the Board.

**IMPACT**

The approved requests will be submitted to the Governor's Division of Financial Management (DFM) and to the Legislative Services Office (LSO) – Budget and Policy Analysis for consideration by the Governor for his FY11 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**ATTACHMENTS**

Attachment 1 – List of Recommended Line Items	Page 5
Attachment 2 – List of remaining Line Items	Page 6
Attachment 3 – Budget Requests	
Office of the Board of Education	Page 7
College and Universities	Page 8
Boise State University	Page 9
Idaho State University	Page 10
University of Idaho	Page 11
Lewis-Clark State College	Page 12
System-wide Needs	Page 13
Community Colleges	Page 14
College of Southern Idaho	Page 15
North Idaho College	Page 16
College of Western Idaho	Page 17
Professional-Technical Education	Page 18
Idaho Public Television	Page 19
Vocational Rehabilitation	Page 20
Agricultural Research	Page 21
Health Programs	Page 22
WWAMI Medical Education	Page 23
WI Veterinary Education	Page 24
Idaho Dental Education	Page 25
University of Utah Medical Education	Page 26
Family Medicine Residencies	Page 27
WICHE Optometry Education	Page 28
Psychiatry Residency	Page 29
Special Programs	Page 30
Forest Utilization Research	Page 31
Geological Survey	Page 32
Scholarships and Grants	Page 33
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Attachment 4 – Critical Needs	Pages 39-62
Attachment 5 – Occupancy Costs	Pages 63-64
Attachment 6 – Center for Advanced Energy Studies (CAES)	Pages 65-76
Attachment 7 – Scholarships	Page 77
Attachment 8 – Medical Education	Page 79-80
Attachment 9 – List of Remaining Line Items	Page 81-128

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**STAFF COMMENTS AND RECOMMENDATIONS**

For many years, the Board has been informed that the Idaho state budget request process is based on Base plus budgeting for anticipated uncontrollable and discretionary changes which are comprised of the following:

Base Budget:	Historical budget based on years of appropriations
MCO:	Maintenance of current operations; formula driven for uncontrollable factors such as general salary increases and cost inflation.
Line Items:	Enhancements for new programs and initiatives

Base budgeting allows the agencies and institutions to derive a reasonable dollar estimate in order to manage their programs and staffing levels from one year to the next. This is also true for the higher education institutions whose budgets are consolidated for four year institutions and for two year community colleges. The Board approves the allocation of consolidated sums to each institution based mainly on preset formulas. However, the Base budgets have changed in the past and may change in the future due to Base adjustments. For example, in FY 2007, a Base increase to Boise State University and Idaho State University was appropriated for funding equity.

In the near future, the agencies and institutions are scheduled to undergo zero-based budgeting as required by DFM. The scheduled years are as follows:

**2012**

Agricultural Research and Extension  
Health Programs  
Idaho Public Television  
Idaho State Board of Education  
Special Programs

**2013**

Public Schools

**2014**

Idaho Division of Vocational Rehabilitation  
Superintendent of Public Instruction

**2015**

Colleges and Universities  
Community Colleges  
Idaho Division of Professional-Technical Education

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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Zero-based budgeting will focus each agency and institution on its core legal requirements, mission, strategic plan, and performance measures. One outcome of zero-based budgeting may be a reallocation of the existing Base among the college and universities, and among the community colleges to capitalize on the most valuable programmatic activities identified by this budgeting technique. Any resulting budget adjustments will be processed through the normal Idaho budget development process (i.e. Base adjustments, MCO and Line Items).

The Line Items have been reviewed by the Division of Financial Management, Legislative Services Office, and the agencies and institutions.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the Line Items for the agencies and institutions as listed in Attachment 1, to forward to the Division of Financial Management and Legislative Services Office the remaining Line Items as listed in Attachment 2, and to authorize the Executive Director to approve the MCO and Line Item budget requests, pending adjustments for increases in the Health Insurance Premium, for agencies and institutions due to DFM and LSO on September 1, 2009.

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

**STATE BOARD OF EDUCATION**  
FY 2011 Line Items

By Institution/Agency	FY 2010 Appropriation	One-Time Critical Needs	Occupancy Costs	CAES	Schol. Programs	Medical Education	Total	vs. 2010 Approp	One-Time	Ongoing vs. 2010 Approp
2 College and Universities	253,278,100	11,185,600	3,384,500	3,000,000	0	0	17,570,100	6.9%	11,185,600	2.5%
System-wide Needs	2,900,700	126,400					126,400	4.4%	126,400	0.0%
Boise State University	78,352,400	3,547,200	938,000	1,000,000			5,485,200	7.0%	3,547,200	2.5%
Idaho State University	65,809,500	3,014,000	1,054,100	1,000,000			5,068,100	7.7%	3,014,000	3.1%
University of Idaho	92,748,000	3,886,400	904,200	1,000,000			5,790,600	6.2%	3,886,400	2.1%
Lewis-Clark State College	13,467,500	611,600	488,200				1,099,800	8.2%	611,600	3.6%
3 Community Colleges	26,407,000	1,198,200	1,269,100	0	0	0	2,467,300	9.3%	1,198,200	4.8%
College of Southern Idaho	11,762,100	533,800	564,100				1,097,900	9.3%	533,800	4.8%
North Idaho College	10,058,700	461,600					461,600	4.6%	461,600	0.0%
College of Western Idaho	4,586,200	202,800	705,000				907,800	19.8%	202,800	15.4%
4 Agricultural Research/Extension	24,989,900						0	0.0%		0.0%
5 Health Education Programs	9,939,300	0	0	0	0	349,200	349,200	3.5%	0	3.5%
WI Veterinary Education	1,739,700						0	0.0%		0.0%
WWAMI Medical Education	3,405,200						0	0.0%		0.0%
IDEP Dental Education	1,254,500						0	0.0%		0.0%
Univ. of Utah Med. Ed.	1,200,000						0	0.0%		0.0%
Family Medicine Residencies	1,989,300					340,000	340,000	17.1%		17.1%
WICHE	245,800						0	0.0%		0.0%
Psychiatry Residencies	104,800					9,200	9,200	8.8%		8.8%
6 Special Programs	9,407,900	0	0	0	1,000,000	0	1,000,000	10.6%	0	10.6%
Forest Utilization Research	556,500						0	0.0%		0.0%
Geological Survey	768,600						0	0.0%		0.0%
Scholarships and Grants	7,101,700				1,000,000		1,000,000	14.1%		14.1%
Museum of Natural History	497,500						0	0.0%		0.0%
Small Bus. Development Centers	275,100						0	0.0%		0.0%
Idaho Council for Economic Ed.	49,300						0	0.0%		0.0%
TechHelp	159,200						0	0.0%		0.0%
7 State Board of Education	2,246,400	0	0	0	0	0	0	0.0%	0	0.0%
8 Idaho Public Television	1,659,800						0	0.0%		0.0%
9 Vocational Rehabilitation	7,725,000	0	0	0	0	0	0	0.0%	0	0.0%
Renal Disease	631,100						0	0.0%		0.0%
Vocational Rehabilitation	3,201,300						0	0.0%		0.0%
Work Services Community Support Err	3,892,600						0	0.0%		0.0%
10 Total	\$ 335,653,400	\$ 12,383,800	\$ 4,653,600	\$ 3,000,000	\$ 1,000,000	\$ 349,200	\$ 21,386,600	6.4%	\$ 12,383,800	2.7%
11 Percentage of FY 2010 Appropriation		3.7%	1.4%	0.9%	0.3%	0.1%	6.4%			
12 FY 2010 Federal Stimulus Funds	\$ 16,954,000						\$ -		\$ -	
13 Total Plus FY 2010 Stimulus Funds	\$ 352,607,400	\$ 12,383,800	\$ 4,653,600	\$ 3,000,000	\$ 1,000,000	\$ 349,200	\$ 21,386,600	6.1%	\$ 12,383,800	2.6%
14 Percentage of FY 2010 Appropriation		3.5%	1.3%	0.9%	0.3%	0.1%	6.1%			

**STATE BOARD OF EDUCATION**  
Unapproved Line Item Requests

<u>By Institution/Agency</u>	<u>Amount</u>	<u>Page #</u>	<u>One-Time</u>
<b>1 Bio-Medical Research</b>	<b>\$1,813,000</b>		<b>\$0</b>
Boise State University	\$300,000	81	
Idaho State University	\$843,000	82	
University of Idaho	\$670,000	84	
<b>2 Idaho State University</b>	<b>\$1,722,200</b>		<b>\$1,722,200</b>
ISU Clinical Labs	\$625,000	86	\$625,000
Library Materials and Resources	\$564,000	88	\$564,000
ERP Implementation Support	\$533,200	91	\$533,200
<b>3 University of Idaho</b>	<b>\$1,821,700</b>		<b>\$440,000</b>
Research Compliance & Safety Support	\$611,200	94	\$25,000
Third-Year Law Program in Boise	\$900,800	98	\$415,000
Northern Idaho Faculty Positions	\$309,700	102	
<b>4 Lewis-Clark State College</b>	<b>\$577,000</b>		<b>\$0</b>
PACE/Biology Program Enhancements	\$577,000	105	
<b>5 Community Colleges</b>	<b>\$1,336,000</b>		<b>\$0</b>
NIC: Physical Therapy Program	\$250,000	108	
CWI: Enrollment Growth (requested as MCO item)	\$1,086,000	109	
<b>8 Special Programs</b>	<b>\$1,023,500</b>		<b>\$718,500</b>
Geological Survey: Critical Mission Capability	\$55,000	112	
Scholarships & Grants: Promise Category A Scscholarship	\$250,000	114	
Museum of Natural History: Museum Maintenance	\$518,500	115	\$518,500
Tech Help: Product Innovation Outreach	\$200,000	118	\$200,000
<b>9 Idaho Public Television</b>	<b>\$431,400</b>		<b>\$37,000</b>
Idaho Experience	\$314,700	122	
Idaho Legislature Live/Multimedia Personnel	\$116,700	126	\$37,000
<b>Total</b>	<b>\$8,724,800</b>		<b>\$2,917,700</b>

# Office of the State Board of Education

## FY 2011 Budget Request

	Gen Acct	Other	Total
1 FY10 Orig Approp	2,246,400	1,795,700	4,042,100
2 Adjustments:			
3     Remove One-Time Funds	0	(342,200)	(342,200)
4			
5 FY11 Budget Base	<u>2,246,400</u>	<u>1,453,500</u>	<u>3,699,900</u>
6			
7 MCO Requests:			
8     Benefit Costs Incr	24,800	2,200	27,000
9     Inflationary Increases	7,300	1,200	8,500
10    Replacement Items	0	0	0
11    Nonstd Adjust			
12        Risk Mgmt	0	0	0
13        Controller's Fee	0	0	0
14        Treasurer's Fee	0	0	0
15    CEC @ 1.0%	13,200	1,000	14,200
16    External Nonstd Adj:			
17        Fund Shift	0	0	0
18 Total MCO Increases	<u>45,300</u>	<u>4,400</u>	<u>49,700</u>
19			
20 MCO Request	<u>2,291,700</u>	<u>1,457,900</u>	<u>3,749,600</u>
21			
22 Line Items:			
23     None	0	0	0
24 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
25			
26 Total Request	<u><u>2,291,700</u></u>	<u><u>1,457,900</u></u>	<u><u>3,749,600</u></u>
27			
28 % Change from FY10 Original Appropriation			
29     MCO	2.0%	0.2%	1.2%
30     Line Items	0.0%	0.0%	0.0%
31     Total	2.0%	-18.8%	-7.2%
32			
33 % Change from FY11 Budget Base			
34     MCO	2.0%	0.3%	1.3%
35     Line Items	0.0%	0.0%	0.0%
36     Total	2.0%	0.3%	1.3%



# COLLEGE AND UNIVERSITIES

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	253,278,100	156,518,100	409,796,200
2 Adjustments:			
3     Addl Std Fees	0	16,339,900	16,339,900
4     Remove One-Time Fds	(10,000,000)	(530,400)	(10,530,400)
5     Remove Stimulus Funds	0	(11,185,600)	(11,185,600)
6 FY11 Budget Base	<u>243,278,100</u>	<u>161,142,000</u>	<u>404,420,100</u>
7			
8 MCO Requests:			
9     Benefit Costs Incr	2,569,820	1,106,180	3,676,000
10    Inflationary Increases	282,800	853,700	1,136,500
11    Libr Bks & Periodicals	363,481	150,300	513,781
12    Replacement Items	5,649,800	3,320,100	8,969,900
13    Nonstd Adjust			0
14     Risk Mgmt	0	0	0
15     Controller's Fee	0	0	0
16     Treasurer's Fee	0	0	0
17    CEC @ 1.0%	1,987,720	844,351	2,832,071
18    External Nonstd Adj:			0
19     Enrollment Wkld Adj	5,640,300	0	5,640,300
20    Fund Shift	6,274,631	(6,274,631)	0
21 Total MCO Increases	<u>22,768,552</u>	<u>0</u>	<u>22,768,552</u>
22			
23 MCO Request	<u>266,046,652</u>	<u>161,142,000</u>	<u>427,188,652</u>
24			
25 Line Items:			
26     Critical Needs	11,185,600	0	11,185,600
27     New Occupancy	3,384,500	0	3,384,500
28     CAES	3,000,000	0	3,000,000
29			0
30			0
31			0
32			0
33 Total Line Items	<u>17,570,100</u>	<u>0</u>	<u>17,570,100</u>
34			
35 Total Request	<u>283,616,752</u>	<u>161,142,000</u>	<u>444,758,752</u>
36			
37 % Change from FY10 Original Appropriation			
38     MCO	9.0%	0.0%	5.6%
39     Line Items	6.9%	0.0%	4.3%
40     Total	12.0%	3.0%	8.5%
41			
42 % Change from FY11 Budget Base			
43     MCO	9.4%	0.0%	5.6%
44     Line Items	7.2%	0.0%	4.3%
45     Total	16.6%	0.0%	10.0%

# BOISE STATE UNIVERSITY

## Summary of FY11 Budget Request

### GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	78,352,400	54,367,600	132,720,000
2 Adjustments:			
3 Addl Std Fees		5,653,800	5,653,800
4 Remove One-Time Fds			0
5 Remove Stimulus Funds		(3,547,200)	(3,547,200)
6 FY11 Budget Base	78,352,400	56,474,200	134,826,600
7			
8 MCO Requests:			
9 Benefit Costs Incr	867,020	371,580	1,238,600
10 Inflationary Increases			0
11 Libr Bks & Periodicals	155,281	0	155,281
12 Replacement Items	1,400,000	600,000	2,000,000
13 Nonstd Adjust			0
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%	683,320	292,851	976,171
18 External Nonstd Adj:			0
19 Enrollment Wkld Adj	3,957,400		3,957,400
20 Fund Shift	1,264,431	(1,264,431)	0
21 Total MCO Increases	8,327,452	0	8,327,452
22			
23 MCO Request	86,679,852	56,474,200	143,154,052
24			
25 Line Items:			
26 Critical Needs	3,547,200		3,547,200
27 New Occupancy	938,000		938,000
28 CAES	1,000,000		1,000,000
29			0
30			0
31			0
32			0
33 Total Line Items	5,485,200	0	5,485,200
34			
35 Total Request	92,165,052	56,474,200	148,639,252
36			
37 % Change from FY10 Original Appropriation			
38 MCO	10.6%	0.0%	6.3%
39 Line Items	7.0%	0.0%	4.1%
40 Total	17.6%	3.9%	12.0%
41			
42 % Change from FY11 Budget Base			
43 MCO	10.6%	0.0%	6.2%
44 Line Items	7.0%	0.0%	4.1%
45 Total	17.6%	0.0%	10.2%

# IDAHO STATE UNIVERSITY

## Summary of FY11 Budget Request

### GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	65,809,500	39,343,000	105,152,500
2 Adjustments:			
3     Addl Std Fees		4,329,600	4,329,600
4     Remove One-Time Fds			0
5     Remove Stimulus Funds		(3,014,000)	(3,014,000)
6 FY11 Budget Base	<u>65,809,500</u>	<u>40,658,600</u>	<u>106,468,100</u>
7			
8 MCO Requests:			
9     Benefit Costs Incr	722,000	311,700	1,033,700
10    Inflationary Increases			0
11    Libr Bks & Periodicals	0	135,600	135,600
12    Replacement Items	1,327,200	2,172,800	3,500,000
13    Nonstd Adjust			0
14    Risk Mgmt			0
15    Controller's Fee			0
16    Treasurer's Fee			0
17    CEC @ 1.0%	523,700	226,100	749,800
18    External Nonstd Adj:			0
19    Enrollment Wkld Adj	2,270,700		2,270,700
20    Fund Shift	2,846,200	(2,846,200)	0
21 Total MCO Increases	<u>7,689,800</u>	<u>0</u>	<u>7,689,800</u>
22			
23 MCO Request	<u>73,499,300</u>	<u>40,658,600</u>	<u>114,157,900</u>
24			
25 Line Items:			
26     Critical Needs	3,014,000		3,014,000
27     New Occupancy	1,054,100		1,054,100
28     CAES	1,000,000		1,000,000
29			0
30			0
31			0
32			0
33 Total Line Items	<u>5,068,100</u>	<u>0</u>	<u>5,068,100</u>
34			
35 Total Request	<u>78,567,400</u>	<u>40,658,600</u>	<u>119,226,000</u>
36			
37 % Change from FY10 Original Appropriation			
38     MCO	11.7%	0.0%	7.3%
39     Line Items	7.7%	0.0%	4.8%
40     Total	19.4%	3.3%	13.4%
41			
42 % Change from FY11 Budget Base			
43     MCO	11.7%	0.0%	7.2%
44     Line Items	7.7%	0.0%	4.8%
45     Total	19.4%	0.0%	12.0%

# UNIVERSITY of Idaho

## Summary of FY11 Budget Request

### GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	92,748,000	52,489,300	145,237,300
2 Adjustments:			
3     Addl Std Fees		4,816,600	4,816,600
4     Remove One-Time Fds	(10,000,000)	(530,400)	(10,530,400)
5     Remove Stimulus Funds		(3,886,400)	(3,886,400)
6 FY11 Budget Base	<u>82,748,000</u>	<u>52,889,100</u>	<u>135,637,100</u>
7			
8 MCO Requests:			
9     Benefit Costs Incr	830,400	301,700	1,132,100
10    Inflationary Increases	139,800	738,500	878,300
11    Libr Bks & Periodicals	198,500	6,800	205,300
12    Replacement Items	2,343,400	80,800	2,424,200
13    Nonstd Adjust			0
14    Risk Mgmt			0
15    Controller's Fee			0
16    Treasurer's Fee			0
17    CEC @ 1.0%	686,000	249,200	935,200
18    External Nonstd Adj:			0
19    Enrollment Wkld Adj	(706,300)		(706,300)
20    Fund Shift	1,377,000	(1,377,000)	0
21 Total MCO Increases	<u>4,868,800</u>	<u>0</u>	<u>4,868,800</u>
22			
23 MCO Request	<u>87,616,800</u>	<u>52,889,100</u>	<u>140,505,900</u>
24			
25 Line Items:			
26    Critical Needs	3,886,400		3,886,400
27    New Occupancy	904,200		904,200
28    CAES	1,000,000		1,000,000
29			0
30			0
31			0
32			0
33 Total Line Items	<u>5,790,600</u>	<u>0</u>	<u>5,790,600</u>
34			
35 Total Request	<u>93,407,400</u>	<u>52,889,100</u>	<u>146,296,500</u>
36			
37 % Change from FY10 Original Appropriation			
38    MCO	5.2%	0.0%	3.4%
39    Line Items	6.2%	0.0%	4.0%
40    Total	0.7%	0.8%	0.7%
41			
42 % Change from FY11 Budget Base			
43    MCO	5.9%	0.0%	3.6%
44    Line Items	7.0%	0.0%	4.3%
45    Total	12.9%	0.0%	7.9%

# LEWIS-CLARK STATE COLLEGE

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	13,467,500	10,145,000	23,612,500
2 Adjustments:			
3     Addl Std Fees		1,539,900	1,539,900
4     Remove One-Time Fds			0
5     Remove Stimulus Funds		(611,600)	(611,600)
6 FY11 Budget Base	<u>13,467,500</u>	<u>11,073,300</u>	<u>24,540,800</u>
7			
8 MCO Requests:			
9     Benefit Costs Increases	150,400	121,200	271,600
10    Inflationary Increases	143,000	115,200	258,200
11    Libr Bks & Periodicals	9,700	7,900	17,600
12    Replacement Items	579,200	466,500	1,045,700
13    Nonstd Adjust			0
14    Risk Mgmt			0
15    Controller's Fee			0
16    Treasurer's Fee			0
17    CEC @ 1.0%	94,700	76,200	170,900
18    External Nonstd Adj:			0
19      Enrollment Wkld Adj	118,500		118,500
20    Fund Shift	787,000	(787,000)	0
21 Total MCO Increases	<u>1,882,500</u>	<u>0</u>	<u>1,882,500</u>
22			
23 MCO Request	<u>15,350,000</u>	<u>11,073,300</u>	<u>26,423,300</u>
24			
25 Line Items:			
26     Critical Needs	611,600		611,600
27     New Occupancy	488,200		488,200
28     CAES			0
29			0
30			0
31			0
32			0
33 Total Line Items	<u>1,099,800</u>	<u>0</u>	<u>1,099,800</u>
34			
35 Total Request	<u>16,449,800</u>	<u>11,073,300</u>	<u>27,523,100</u>
36			
37 % Change from FY10 Original Appropriation			
38     MCO	14.0%	0.0%	8.0%
39     Line Items	8.2%	0.0%	4.7%
40     Total	22.1%	9.2%	16.6%
41			
42 % Change from FY11 Budget Base			
43     MCO	14.0%	0.0%	7.7%
44     Line Items	8.2%	0.0%	4.5%
45     Total	22.1%	0.0%	12.2%

## System-wide Needs

### Summary of FY11 Budget Request

GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	2,900,700	173,200	3,073,900
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Fds			0
5 Remove Stimulus Funds		(126,400)	(126,400)
6 FY11 Budget Base	2,900,700	46,800	2,947,500
7			
8 MCO Requests:			
9 Benefit Costs Incr			0
10 Inflationary Increases			0
11 Libr Bks & Periodicals	0	0	0
12 Replacement Items			0
13 Nonstd Adjust			0
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%			0
18 External Nonstd Adj:			0
19 Enrollment Wkld Adj			0
20 Fund Shift	0	0	0
21 Total MCO Increases	0	0	0
22			
23 MCO Request	2,900,700	46,800	2,947,500
24			
25 Line Items:			
26 Critical Needs	126,400		126,400
27			0
28			0
29			0
30			0
31			0
32			0
33 Total Line Items	126,400	0	126,400
34			
35 Total Request	3,027,100	46,800	3,073,900
36			
37 % Change from FY10 Original Appropriation			
38 MCO	0.0%	0.0%	0.0%
39 Line Items	4.4%	0.0%	4.1%
40 Total	4.4%	-73.0%	0.0%
41			
42 % Change from FY11 Budget Base			
43 MCO	0.0%	0.0%	0.0%
44 Line Items	4.4%	0.0%	4.3%
45 Total	4.4%	0.0%	4.3%

# COMMUNITY COLLEGES

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	26,407,000	52,811,500	79,218,500
2 Adjustments:			
3     Addl Std Fees	0	2,882,700	2,882,700
4     Remove One-Time Fds	0	(717,400)	(717,400)
5     Remove Stimulus Funds	0	(1,198,200)	(1,198,200)
6 FY11 Budget Base	<u>26,407,000</u>	<u>53,778,600</u>	<u>80,185,600</u>
7			
8 MCO Requests:			
9     Benefit Costs Incr	277,200	441,300	718,500
10    Inflationary Increases	172,200	372,900	545,100
11    Libr Bks & Periodicals	4,000	7,500	11,500
12    Replacement Items	48,300	124,200	172,500
13    Nonstd Adjust			0
14     Risk Mgmt	0	0	0
15     Controller's Fee	0	0	0
16     Treasurer's Fee	0	0	0
17    CEC @ 1.0%	188,800	303,000	491,800
18    External Nonstd Adj:			0
19     Enrollment Wkld Adj	1,777,500	0	1,777,500
20    Fund Shift	12,000	(12,000)	0
21 Total MCO Increases	<u>2,480,000</u>	<u>1,236,900</u>	<u>3,716,900</u>
22			
23 MCO Request	<u>28,887,000</u>	<u>55,015,500</u>	<u>83,902,500</u>
24			
25 Line Items:			
26     Critical Needs	1,198,200	0	1,198,200
27     New Occupancy	1,269,100	0	1,269,100
28			0
29			0
30			0
31			0
32			0
33 Total Line Items	<u>2,467,300</u>	<u>0</u>	<u>2,467,300</u>
34			
35 Total Request	<u>31,354,300</u>	<u>55,015,500</u>	<u>86,369,800</u>
36			
37 % Change from FY10 Original Appropriation			
38     MCO	9.4%	2.3%	4.7%
39     Line Items	9.3%	0.0%	3.1%
40     Total	18.7%	4.2%	9.0%
41			
42 % Change from FY11 Budget Base			
43     MCO	9.4%	2.3%	4.6%
44     Line Items	9.3%	0.0%	3.1%
45     Total	18.7%	2.3%	7.7%

# COLLEGE OF SOUTHERN IDAHO

## Summary of FY11 Budget Request

### GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	11,762,100	16,205,100	27,967,200
2 Adjustments:			
3     Addl Std Fees/Adjustments		1,054,900	1,054,900
4     Remove One-Time Fds		(3,000)	(3,000)
5     Remove Stimulus Funds		(533,800)	(533,800)
6 FY11 Budget Base	11,762,100	16,723,200	28,485,300
7			
8 MCO Requests:			
9     Benefit Costs Incr	124,200	174,300	298,500
10    Inflationary Increases	104,200	146,300	250,500
11    Libr Bks & Periodicals	800	1,200	2,000
12    Replacement Items	0	0	0
13    Nonstd Adjust	0	0	0
14    Risk Mgmt	0	0	0
15    Controller's Fee	0	0	0
16    Treasurer's Fee	0	0	0
17    CEC @ 1.0%	79,500	111,500	191,000
18    External Nonstd Adj:			0
19    Enrollment Wkld Adj	351,100		351,100
20    Fund Shift	5,200	(5,200)	0
21 Total MCO Increases	665,000	428,100	1,093,100
22			
23 MCO Request	12,427,100	17,151,300	29,578,400
24			
25 Line Items:			
26    Critical Needs	533,800		533,800
27    New Occupancy	564,100		564,100
28			0
29			0
30			0
31			0
32			0
33 Total Line Items	1,097,900	0	1,097,900
34			
35 Total Request	13,525,000	17,151,300	30,676,300
36			
37 % Change from FY10 Original Appropriation			
38    MCO	5.7%	2.6%	3.9%
39    Line Items	9.3%	0.0%	3.9%
40    Total	15.0%	5.8%	9.7%
41			
42 % Change from FY11 Budget Base			
43    MCO	5.7%	2.6%	3.8%
44    Line Items	9.3%	0.0%	3.9%
45    Total	15.0%	2.6%	7.7%



# NORTH IDAHO COLLEGE

## Summary of FY11 Budget Request

### GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	10,058,700	24,705,000	34,763,700
2 Adjustments:			
3     Addl Std Fees/Adjustments		(11,000)	(11,000)
4     Remove One-Time Fds		(125,100)	(125,100)
5     Remove Stimulus Funds		(461,600)	(461,600)
6 FY11 Budget Base	<u>10,058,700</u>	<u>24,107,300</u>	<u>34,166,000</u>
7			
8 MCO Requests:			
9     Benefit Costs Incr	103,300	195,500	298,800
10    Inflationary Increases	42,200	79,800	122,000
11    Libr Bks & Periodicals	2,500	4,700	7,200
12    Replacement Items			0
13    Nonstd Adjust			0
14    Risk Mgmt			0
15    Controller's Fee			0
16    Treasurer's Fee			0
17    CEC @ 1.0%	75,500	142,800	218,300
18    External Nonstd Adj:			0
19    Enrollment Wkld Adj	339,800		339,800
20    Fund Shift	3,400	(3,400)	0
21 Total MCO Increases	<u>566,700</u>	<u>419,400</u>	<u>986,100</u>
22			
23 MCO Request	<u>10,625,400</u>	<u>24,526,700</u>	<u>35,152,100</u>
24			
25 Line Items:			
26    Critical Needs	461,600		461,600
27			0
28			0
29			0
30			0
31			0
32			0
33 Total Line Items	<u>461,600</u>	<u>0</u>	<u>461,600</u>
34			
35 Total Request	<u>11,087,000</u>	<u>24,526,700</u>	<u>35,613,700</u>
36			
37 % Change from FY10 Original Appropriation			
38    MCO	5.6%	1.7%	2.8%
39    Line Items	4.6%	0.0%	1.3%
40    Total	10.2%	-0.7%	2.4%
41			
42 % Change from FY11 Budget Base			
43    MCO	5.6%	1.7%	2.9%
44    Line Items	4.6%	0.0%	1.4%
45    Total	10.2%	1.7%	4.2%

# COLLEGE OF WESTERN IDAHO

## Summary of FY11 Budget Request

### GENERAL EDUCATION

	Gen Acct	Other	Total
1 FY10 Original Approp	4,586,200	11,901,400	16,487,600
2 Adjustments:			
3     Addl Std Fees/Adjustments		1,838,800	1,838,800
4     Remove One-Time Fds		(589,300)	(589,300)
5     Remove Stimulus Funds		(202,800)	(202,800)
6 FY11 Budget Base	4,586,200	12,948,100	17,534,300
7			
8 MCO Requests:			
9     Benefit Costs Incr	49,700	71,500	121,200
10    Inflationary Increases	25,800	146,800	172,600
11    Libr Bks & Periodicals	700	1,600	2,300
12    Replacement Items	48,300	124,200	172,500
13    Nonstd Adjust			0
14    Risk Mgmt			0
15    Controller's Fee			0
16    Treasurer's Fee			0
17    CEC @ 1.0%	33,800	48,700	82,500
18    External Nonstd Adj:			0
19    Enrollment Wkld Adj	1,086,600		1,086,600
20    Fund Shift	3,400	(3,400)	0
21 Total MCO Increases	1,248,300	389,400	1,637,700
22			
23 MCO Request	5,834,500	13,337,500	19,172,000
24			
25 Line Items:			
26    Critical Needs	202,800		202,800
27    New Occupancy	705,000		705,000
28			0
29			0
30			0
31			0
32			0
33 Total Line Items	907,800	0	907,800
34			
35 Total Request	6,742,300	13,337,500	20,079,800
36			
37 % Change from FY10 Original Appropriation			
38    MCO	27.2%	3.3%	9.9%
39    Line Items	19.8%	0.0%	5.5%
40    Total	47.0%	12.1%	21.8%
41			
42 % Change from FY11 Budget Base			
43    MCO	27.2%	3.0%	9.3%
44    Line Items	19.8%	0.0%	5.2%
45    Total	47.0%	3.0%	14.5%

## PROFESSIONAL-TECHNICAL EDUCATION

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	51,599,900	10,440,200	62,040,100
2 Adjustments:			
3 Reappropriations	0	281,600	281,600
4 FTP or Fund Adjustments	0	(99,600)	(99,600)
5 Object Transfers	0	0	0
6 Removal of One-Time Exp.	0	(285,700)	(285,700)
7 Other Adjustments	0	9,000	9,000
8 FY11 Budget Base	<u>51,599,900</u>	<u>10,345,500</u>	<u>61,945,400</u>
9			
10 MCO Requests:			
11 Benefit Costs Incr	495,100	2,700	497,800
12 Inflationary Increases	69,600	0	69,600
13 Replacement Items	383,900	0	383,900
14 Nonstd Adjust	0	0	0
15 Risk Mgmt	0	0	0
16 Controller's Fee	0	0	0
17 Treasurer's Fee	0	0	0
18 CEC @ 1.0%	296,500	1,600	298,100
19 External Nonstd Adj:	0	0	0
20 Prof. Tech Schools Wkld Adj	86,600	0	86,600
21 Sec.Added Cost Wkld Adj	101,900	0	101,900
22 Capacity Building Wkld Adj	337,800	0	337,800
23 Other	0	0	0
24 Fund Shift	0	0	0
25 Total MCO Increases	<u>1,771,400</u>	<u>4,300</u>	<u>1,775,700</u>
26			
27 MCO Request	<u>53,371,300</u>	<u>10,349,800</u>	<u>63,721,100</u>
28			
29 Line Items			
30	0	0	0
31	0	0	0
32	0	0	0
33	0	0	0
34 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
35			
36 Total Request	<u>53,371,300</u>	<u>10,349,800</u>	<u>63,721,100</u>
37			
38 % Change from FY010 Original Appropriation			
39 MCO	3.4%	0.0%	2.9%
40 Line Items	0.0%	0.0%	0.0%
41 Total	3.4%	-0.9%	2.7%
42			
43 % Change from FY11 Budget Base			
44 MCO	3.4%	0.0%	2.9%
45 Line Items	0.0%	0.0%	0.0%
46 Total	3.4%	0.0%	2.9%

# IDAHO PUBLIC TELEVISION

## Summary of FY11 Budget Request

	Gen Fund	Other	Total
1 FY10 Orig Approp	1,659,800	972,600	2,632,400
2 Adjustments:			
3 Remove One-Time Fds		(19,800)	(19,800)
4			
5 FY11 Budget Base	1,659,800	952,800	2,612,600
6			
7 MCO Requests:			
8 Benefit Costs Incr	13,100	17,400	30,500
9 Inflationary Increases	34,300		34,300
10 Contract Inflation	5,300		5,300
11 Replacement Items	1,177,700		1,177,700
12 Nonstd Adjust			0
13 Risk Mgmt			0
14 Controller's Fee			0
15 Treasurer's Fee			0
16 CEC @ 1.0%	8,500	8,200	16,700
17 Total MCO Increases	1,238,900	25,600	1,264,500
18			
19 MCO Request	2,898,700	978,400	3,877,100
20			
21 Line Items			0
22			0
23			0
24 Total Line Items	0	0	0
25			
26 Total Request	2,898,700	978,400	3,877,100
27			
28			
29 % Change from FY010 Original Appropriation			
30 MCO	174.6%	100.6%	147.3%
31 Line Items	0.0%	0.0%	0.0%
32 Total	74.6%	0.6%	47.3%
33			
34 % Change from FY11 Budget Base			
35 MCO	174.6%	102.7%	148.4%
36 Line Items	0.0%	0.0%	0.0%
37 Total	74.6%	2.7%	48.4%

# VOCATIONAL REHABILITATION

## Summary of FY11 Budget Request

	General Fund	Other	Total
1 FY10 Original Approp	7,725,000	19,801,700	27,526,700
2 Adjustments:			
3 Reappropriations			
4 Removal of One-Time Expense	0	(3,307,800)	(3,307,800)
5 SWT Agreements Adjustments			
6			
7 FY11 Budget Base	<u>7725000</u>	<u>16493900</u>	<u>24,218,900</u>
8			
9 MCO Requests:			
10 Personnel Costs Rollups			
11 Benefit Costs Increase	1,800	146,400	148,200
12 Inflationary Adjustments:			
13 Operating Increase - 2.1%	7,100	25,800	32,900
14 T & B - Standard Increase - 2.1	115,200	163,500	278,700
15 T & B - Medical Increase - 3.2%	8200	25300	33,500
16 Replacement Items:			0
17 Capital Outlay	70,300	238,900	309,200
18 Interagency Non-standard Adjustments:			
19 Risk Mgmt			0
20 Controller's Fee			0
21 Treasurer's Fee			0
22 CEC @ 1.0%	11,400	62,900	74,300
23 External Nonstd Adj:			0
24			0
25 Fund Shifts:			0
26			
27 Total MCO Increases	<u>214,000</u>	<u>662,800</u>	<u>876,800</u>
28			
29 MCO Request	<u>7,939,000</u>	<u>17,156,700</u>	<u>25,095,700</u>
30			
31 Line Items:			
32			0
33			0
34			0
35			0
36 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
37			
38 Total Request	<u>7,939,000</u>	<u>17,156,700</u>	<u>25,095,700</u>
39			
40 % Change from FY2010 Original Appropriation			
41 MCO Request	2.77%	-13.36%	-8.83%
42 Line Items Requests	0.00%	0.00%	0.00%
43 Total Increase Request	2.77%	-13.36%	-8.83%
44			
45 % Change from FY2011 Budget Base			
46 MCO Request	2.77%	4.02%	3.62%
47 Line Items Requests	0.00%	0.00%	0.00%
48 Total Increase Request	2.77%	4.02%	3.62%

# AGRICULTURAL RESEARCH

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	24,989,900	239,900	25,229,800
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Gen Fnd			0
5 Remove One-Time CAES			0
6 ARRA FY11 Shortfall			0
7 Restore Neg Supplemental			
8 FY11 Budget Base	<u>24,989,900</u>	<u>239,900</u>	<u>25,229,800</u>
9			
10 MCO Requests:			
11 Benefit Costs Incr	295,200		295,200
12 Inflationary Increases	80,700	9,600	90,300
13 Replacement Items	695,400		695,400
14 Nonstd Adjust			
15 Risk Mgmt			0
16 Controller's Fee			0
17 Treasurer's Fee			0
18 CEC @ 1.0%	218,000		218,000
19 External Nonstd Adj:			
20 New Occupancy Cost			0
21 Enrollment Wkld Adj			0
22 Libr Bks & Periodicals			0
23 Utility Increases			0
24 Fund Shift	9,600	(9,600)	0
25 Total MCO Increases	<u>1,298,900</u>	<u>0</u>	<u>1,298,900</u>
26			
27 MCO Request	<u>26,288,800</u>	<u>239,900</u>	<u>26,528,700</u>
28			
29 Line Items:			
30			0
31			0
32			0
33			0
38			0
39 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
40			
41 Total Request	<u>26,288,800</u>	<u>239,900</u>	<u>26,528,700</u>
42			
43 % Change from FY01 Original Appropriation			
44 MCO	5.2%	0.0%	5.1%
45 Line Items	0.0%	0.0%	0.0%
46 Total	5.2%	0.0%	5.1%
47			
48 % Change from FY02 Budget Base			
49 MCO	5.2%	0.0%	5.1%
50 Line Items	0.0%	0.0%	0.0%
51 Total	5.2%	0.0%	5.1%

# HEALTH PROGRAMS

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	9,939,300	611,200	10,550,500
2 Adjustments:			
3 Addl Std Fees	0	18,500	18,500
4 Remove One-Time Gen Fnd	0	0	0
5 Remove One-Time CAES	0	0	0
6			
7			
8 FY11 Budget Base	<u>9,939,300</u>	<u>629,700</u>	<u>10,569,000</u>
9			
10 MCO Requests:			
11 Benefit Costs Incr	17,200	3,200	20,400
12 Inflationary Increases	133,800	51,200	185,000
13 Replacement Items	0	0	
14 Nonstd Adjust	0	0	
15 Risk Mgmt	0	0	0
16 Controller's Fee	0	0	0
17 Treasurer's Fee	0	0	0
18 CEC @ 1.0%	16,600	3,100	19,700
19 External Nonstd Adj:			
20 Contract	87,100	0	87,100
21 Enrollment Wkld Adj	0	0	0
22 Libr Bks & Periodicals	0	0	0
23 Utility Increases	0	0	0
24 Fund Shift	12,300	(12,300)	0
25 Total MCO Increases	<u>267,000</u>	<u>45,200</u>	<u>312,200</u>
26			
27 MCO Request	<u>10,206,300</u>	<u>674,900</u>	<u>10,881,200</u>
28			
29 Line Items			
30 Family Medicine Residencies	340,000	0	340,000
31 Psychiatry Residency-4th year	9,200	0	9,200
32	0	0	0
33	0	0	0
38			
39 Total Line Items	<u>349,200</u>	<u>0</u>	<u>349,200</u>
40			
41 Total Request	<u>10,555,500</u>	<u>674,900</u>	<u>11,230,400</u>
42			
43 % Change from FY01 Original Appropriation			
44 MCO	2.7%	7.4%	3.0%
45 Line Items	3.5%	0.0%	3.3%
46 Total	6.2%	10.4%	6.4%
47			
48 % Change from FY02 Budget Base			
49 MCO	2.7%	7.2%	3.0%
50 Line Items	3.5%	0.0%	3.3%
51 Total	6.2%	7.2%	6.3%

## WWAMI

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	3,405,200	366,100	3,771,300
2 Adjustments:			
3     Addl Std Fees	0	0	0
4     Remove One-Time Gen Fnd	0	0	0
5     Remove One-Time CAES	0	0	0
6			
7			
8 FY11 Budget Base	<u>3,405,200</u>	<u>366,100</u>	<u>3,771,300</u>
9			
10 MCO Requests:			
11     Benefit Costs Incr	4,500	1,900	6,400
12     Inflationary Increases	77,800	51,200	129,000
13     Replacement Items			
14     Nonstd Adjust			
15         Risk Mgmt	0	0	0
16         Controller's Fee	0	0	0
17         Treasurer's Fee	0	0	0
18     CEC @ 1.0%	4,400	1,800	6,200
19     External Nonstd Adj:			
20         Contract	0	0	0
21         Enrollment Wkld Adj	0	0	0
22         Libr Bks & Periodicals	0	0	0
23         Utility Increases	0	0	0
24     Fund Shift	9,700	(9,700)	0
25 Total MCO Increases	<u>96,400</u>	<u>45,200</u>	<u>141,600</u>
26			
27 MCO Request	<u>3,501,600</u>	<u>411,300</u>	<u>3,912,900</u>
28			
29 Line Items			
30	0	0	0
31	0	0	0
32	0	0	0
33	0	0	0
38			
39 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
40			
41 Total Request	<u>3,501,600</u>	<u>411,300</u>	<u>3,912,900</u>
42			
43 % Change from FY01 Original Appropriation			
44     MCO	2.8%	12.3%	3.8%
45     Line Items	0.0%	0.0%	0.0%
46     Total	2.8%	12.3%	3.8%
47			
48 % Change from FY02 Budget Base			
49     MCO	2.8%	12.3%	3.8%
50     Line Items	0.0%	0.0%	0.0%
51     Total	2.8%	12.3%	3.8%



## WI

### Summary of FY11 Budget Request

	WI		
	Gen Acct	Other	Total
1 FY10 Original Approp	1,739,700	100,000	1,839,700
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Gen Fnd			0
5 Remove One-Time CAES			0
6			
7			
8 FY11 Budget Base	<u>1,739,700</u>	<u>100,000</u>	<u>1,839,700</u>
9			
10 MCO Requests:			
11 Benefit Costs Incr	6,200		6,200
12 Inflationary Increases	39,700		39,700
13 Replacement Items			
14 Nonstd Adjust			
15 Risk Mgmt			0
16 Controller's Fee			0
17 Treasurer's Fee			0
18 CEC @ 1.0%	4,700		4,700
19 External Nonstd Adj:			
20 Contract			0
21 Enrollment Wkld Adj			0
22 Libr Bks & Periodicals			0
23 Utility Increases			0
24 Fund Shift			0
25 Total MCO Increases	<u>50,600</u>	<u>0</u>	<u>50,600</u>
26			
27 MCO Request	<u>1,790,300</u>	<u>100,000</u>	<u>1,890,300</u>
28			
29 Line Items			
30			0
31			0
32			0
33			0
38			
39 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
40			
41 Total Request	<u>1,790,300</u>	<u>100,000</u>	<u>1,890,300</u>
42			
43 % Change from FY01 Original Appropriation			
44 MCO	2.9%	0.0%	2.8%
45 Line Items	0.0%	0.0%	0.0%
46 Total	2.9%	0.0%	2.8%
47			
48 % Change from FY02 Budget Base			
49 MCO	2.9%	0.0%	2.8%
50 Line Items	0.0%	0.0%	0.0%
51 Total	2.9%	0.0%	2.8%

## IDEP

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	1,254,500	145,100	1,399,600
2 Adjustments:			
3     Addl Std Fees		18,500	18,500
4     Remove One-Time Gen Fnd			0
5     Remove One-Time CAES			0
6			0
7			
8 FY11 Budget Base	<u>1,254,500</u>	<u>163,600</u>	<u>1,418,100</u>
9			
10 MCO Requests:			
11     Benefit Costs Incr	2,000	1,300	3,300
12     Inflationary Increases			0
13     Replacement Items			
14     Nonstd Adjust			
15         Risk Mgmt			0
16         Controller's Fee			0
17         Treasurer's Fee			0
18     CEC @ 1.0%	2,200	1,300	3,500
19     External Nonstd Adj:			
20         Contract	87,100		87,100
21         Enrollment Wkld Adj			0
22         Libr Bks & Periodicals			0
23         Utility Increases			0
24     Fund Shift	2,600	(2,600)	0
25 Total MCO Increases	<u>93,900</u>	<u>0</u>	<u>93,900</u>
26			
27 MCO Request	<u>1,348,400</u>	<u>163,600</u>	<u>1,512,000</u>
28			
29 Line Items			
30			0
31			0
32			0
33			0
38			0
39 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
40			
41 Total Request	<u>1,348,400</u>	<u>163,600</u>	<u>1,512,000</u>
42			
43 % Change from FY01 Original Appropriation			
44     MCO	7.5%	0.0%	6.7%
45     Line Items	0.0%	0.0%	0.0%
46     Total	7.5%	12.7%	8.0%
47			
48 % Change from FY02 Budget Base			
49     MCO	7.5%	0.0%	6.6%
50     Line Items	0.0%	0.0%	0.0%
51     Total	7.5%	0.0%	6.6%

# UNIVERSITY OF UTAH

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	1,200,000		1,200,000
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Gen Fnd			0
5 Remove One-Time CAES			0
6			0
7			
8 FY11 Budget Base	1,200,000	0	1,200,000
9			
10 MCO Requests:			
11 Benefit Costs Incr			0
12 Inflationary Increases	1,200		1,200
13 Replacement Items			0
14 Nonstd Adjust			
15 Risk Mgmt			0
16 Controller's Fee			0
17 Treasurer's Fee			0
18 CEC @ 1.0%			0
19 External Nonstd Adj:			
20 Contract			0
21 Enrollment Wkld Adj			0
22 Libr Bks & Periodicals			0
23 Utility Increases			0
24 Fund Shift			0
25 Total MCO Increases	1,200	0	1,200
26			
27 MCO Request	1,201,200	0	1,201,200
28			
29 Line Items			
30			0
31			0
32			0
33			0
38			0
39 Total Line Items	0	0	0
40			
41 Total Request	1,201,200	0	1,201,200
42			
43 % Change from FY01 Original Appropriation			
44 MCO	0.1%		0.1%
45 Line Items	0.0%		0.0%
46 Total	0.1%		0.1%
47			
48 % Change from FY02 Budget Base			
49 MCO	0.1%		0.1%
50 Line Items	0.0%		0.0%
51 Total	0.1%		0.1%

## FAMILY MEDICINE RESIDENCIES

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	1,989,300		1,989,300
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Gen Fnd			0
5 Remove One-Time CAES			0
6			0
7			
8 FY11 Budget Base	1,989,300	0	1,989,300
9			
10 MCO Requests:			
11 Benefit Costs Incr	4,500		4,500
12 Inflationary Increases	11,100		11,100
13 Replacement Items			0
14 Nonstd Adjust			
15 Risk Mgmt			0
16 Controller's Fee			0
17 Treasurer's Fee			0
18 CEC @ 1.0%	5,300		5,300
19 External Nonstd Adj:			
20 Contract			0
21 Enrollment Wkld Adj			0
22 Libr Bks & Periodicals			0
23 Utility Increases			0
24 Fund Shift			0
25 Total MCO Increases	20,900	0	20,900
26			
27 MCO Request	2,010,200	0	2,010,200
28			
29 Line Items			
30 Family Medicine Residencies	340,000		340,000
31			0
32			0
33			0
38			0
39 Total Line Items	340,000	0	340,000
40			
41 Total Request	2,350,200	0	2,350,200
42			
43 % Change from FY01 Original Appropriation			
44 MCO	1.1%		1.1%
45 Line Items	17.1%		17.1%
46 Total	18.1%		18.1%
47			
48 % Change from FY02 Budget Base			
49 MCO	1.1%		1.1%
50 Line Items	17.1%		17.1%
51 Total	18.1%		18.1%

## WICHE

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	245,800		245,800
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Gen Fnd			0
5 Remove One-Time CAES			0
6			0
7			
8 FY11 Budget Base	245,800	0	245,800
9			
10 MCO Requests:			
11 Benefit Costs Incr			0
12 Inflationary Increases	4,000		4,000
13 Replacement Items			0
14 Nonstd Adjust			
15 Risk Mgmt			0
16 Controller's Fee			0
17 Treasurer's Fee			0
18 CEC @ 1.0%			0
19 External Nonstd Adj:			
20 Contract			0
21 Enrollment Wkld Adj			0
22 Libr Bks & Periodicals			0
23 Utility Increases			0
24 Fund Shift			0
25 Total MCO Increases	4,000	0	4,000
26			
27 MCO Request	249,800	0	249,800
28			
29 Line Items			
30			0
31			0
32			0
33			0
38			0
39 Total Line Items	0	0	0
40			
41 Total Request	249,800	0	249,800
42			
43 % Change from FY01 Original Appropriation			
44 MCO	1.6%		1.6%
45 Line Items	0.0%		0.0%
46 Total	1.6%		1.6%
47			
48 % Change from FY02 Budget Base			
49 MCO	1.6%		1.6%
50 Line Items	0.0%		0.0%
51 Total	1.6%		1.6%

## PSYCHIATRY RESIDENCY

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	104,800		104,800
2 Adjustments:			
3 Addl Std Fees			0
4 Remove One-Time Gen Fnd			0
5 Remove One-Time CAES			0
6			0
7			
8 FY11 Budget Base	104,800	0	104,800
9			
10 MCO Requests:			
11 Benefit Costs Incr			0
12 Inflationary Increases			0
13 Replacement Items			0
14 Nonstd Adjust			
15 Risk Mgmt			0
16 Controller's Fee			0
17 Treasurer's Fee			0
18 CEC @ 1.0%			0
19 External Nonstd Adj:			
20 Contract			0
21 Enrollment Wkld Adj			0
22 Libr Bks & Periodicals			0
23 Utility Increases			0
24 Fund Shift			0
25 Total MCO Increases	0	0	0
26			
27 MCO Request	104,800	0	104,800
28			
29 Line Items			
30 Psychiatry Residency-4th year	9,200		9,200
31			0
32			0
33			0
38			0
39 Total Line Items	9,200	0	9,200
40			
41 Total Request	114,000	0	114,000
42			
43 % Change from FY01 Original Appropriation			
44 MCO	0.0%		0.0%
45 Line Items	8.8%		8.8%
46 Total	8.8%		8.8%
47			
48 % Change from FY02 Budget Base			
49 MCO	0.0%		0.0%
50 Line Items	8.8%		8.8%
51 Total	8.8%		8.8%

## SPECIAL PROGRAMS

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	9,407,900	1,440,000	10,847,900
2 Adjustments:			
3 Reappropriations	83,800	168,000	251,800
4 Remove One-Time Gen Fnd	(83,800)	(1,168,000)	(1,251,800)
5 ARRA FY11 Shortfall	0	0	
6 Restore Neg Supplemental	0	0	
7 FY11 Budget Base	<u>9,407,900</u>	<u>440,000</u>	<u>9,847,900</u>
8			
9 MCO Requests:			
10 Benefit Costs Incr	30,500	0	30,500
11 Inflationary Increases	31,600	0	31,600
12 Replacement Items	62,000	0	
13 Nonstd Adjust	0	0	
14 Risk Mgmt	0	0	0
15 Controller's Fee	0	0	0
16 Treasurer's Fee	0	0	0
17 CEC @ 1.0%	20,100	0	20,100
18 External Nonstd Adj:			
19 Idaho Code/Board Rule	18,700	28,700	47,400
20 Enrollment Wkld Adj	0	0	0
21 Libr Bks & Periodicals	0	0	0
22 Utility Increases	0	0	0
23 Fund Shift	0	0	0
24 Total MCO Increases	<u>162,900</u>	<u>28,700</u>	<u>129,600</u>
25			
26 MCO Request	<u>9,570,800</u>	<u>468,700</u>	<u>9,977,500</u>
27			
28 Line Items:			
29 Opportunity Scholarship	1,000,000	0	1,000,000
30			0
31			0
32			0
33			0
34			
35 Total Line Items	<u>1,000,000</u>	<u>0</u>	<u>1,000,000</u>
36			
37 Total Request	<u>10,570,800</u>	<u>468,700</u>	<u>10,977,500</u>
38			
39 % Change from FY01 Original Appropriation			
40 MCO	1.7%		1.2%
41 Line Items	10.6%		9.2%
42 Total	12.4%		1.2%
43			
44 % Change from FY02 Budget Base			
45 MCO	1.7%		1.3%
46 Line Items	10.6%		10.2%
47 Total	12.4%		11.5%

# FOREST UTILIZATION RESEARCH

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	556,500		556,500
2 Adjustments:			
3 Reappropriations	0	0	0
4 Remove One-Time Gen Fnd	0	0	0
5 ARRA FY11 Shortfall			
6 Restore Neg Supplemental			
7 FY11 Budget Base	<u>556,500</u>	<u>0</u>	<u>556,500</u>
8			
9 MCO Requests:			
10 Benefit Costs Incr	4,800		4,800
11 Inflationary Increases	3,500		3,500
12 Replacement Items			
13 Nonstd Adjust			
14 Risk Mgmt	0	0	0
15 Controller's Fee	0	0	0
16 Treasurer's Fee	0	0	0
17 CEC @ 1.0%	4,200		4,200
18 External Nonstd Adj:			
19 Idaho Code/Board Rule	0	0	0
20 Enrollment Wkld Adj	0	0	0
21 Libr Bks & Periodicals	0	0	0
22 Utility Increases	0	0	0
23 Fund Shift			0
24 Total MCO Increases	<u>12,500</u>	<u>0</u>	<u>12,500</u>
25			
26 MCO Request	<u>569,000</u>	<u>0</u>	<u>569,000</u>
27			
28 Line Items:			
29	0	0	0
30	0	0	0
31	0	0	0
32	0	0	0
33	0	0	0
34			
35 Total Line Items	<u>0</u>	<u>0</u>	<u>0</u>
36			
37 Total Request	<u><u>569,000</u></u>	<u><u>0</u></u>	<u><u>569,000</u></u>
38			
39 % Change from FY01 Original Appropriation			
40 MCO	2.2%		2.2%
41 Line Items	0.0%		0.0%
42 Total	2.2%		2.2%
43			
44 % Change from FY02 Budget Base			
45 MCO	2.2%		2.2%
46 Line Items	0.0%		0.0%
47 Total	2.2%		2.2%



# GEOLOGICAL SURVEY

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	768,600		768,600
2 Adjustments:			
3 Reappropriations			0
4 Remove One-Time Gen Fnd			0
5 ARRA FY11 Shortfall			
6 Restore Neg Supplemental			
7 FY11 Budget Base	768,600	0	768,600
8			
9 MCO Requests:			
10 Benefit Costs Incr	9,400		9,400
11 Inflationary Increases	700		700
12 Replacement Items	7,500		
13 Nonstd Adjust			
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%	6,700		6,700
18 External Nonstd Adj:			
19 Idaho Code/Board Rule			0
20 Enrollment Wkld Adj			0
21 Libr Bks & Periodicals			0
22 Utility Increases			0
23 Fund Shift			0
24 Total MCO Increases	24,300	0	16,800
25			
26 MCO Request	792,900	0	785,400
27			
28 Line Items:			
29			0
30			0
31			0
32			0
33			0
34			
35 Total Line Items	0	0	0
36			
37 Total Request	792,900	0	785,400
38			
39 % Change from FY01 Original Appropriation			
40 MCO	3.2%		2.2%
41 Line Items	0.0%		0.0%
42 Total	3.2%		2.2%
43			
44 % Change from FY02 Budget Base			
45 MCO	3.2%		2.2%
46 Line Items	0.0%		0.0%
47 Total	3.2%		2.2%

## SCHOLARSHIPS & GRANTS

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	7,101,700	1,440,000	8,541,700
2 Adjustments:			
3 Reappropriations	83,800	168,000	251,800
4 Remove One-Time Gen Fnd	(83,800)	(1,168,000)	(1,251,800)
5 ARRA FY11 Shortfall			0
6 Restore Neg Supplemental			
7 FY11 Budget Base	<u>7,101,700</u>	<u>440,000</u>	<u>7,541,700</u>
8			
9 MCO Requests:			
10 Benefit Costs Incr			0
11 Inflationary Increases	26,900		26,900
12 Replacement Items			
13 Nonstd Adjust			
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%			0
18 External Nonstd Adj:			
19 Idaho Code/Board Rule	18,700	28,700	47,400
20 Enrollment Wkld Adj			0
21 Libr Bks & Periodicals			0
22 Utility Increases			0
23 Fund Shift			0
24 Total MCO Increases	<u>45,600</u>	<u>28,700</u>	<u>74,300</u>
25			
26 MCO Request	<u>7,147,300</u>	<u>468,700</u>	<u>7,616,000</u>
27			
28 Line Items:			
29 Opportunity Scholarship	1,000,000		1,000,000
30			0
31			0
32			0
33			0
34			0
35 Total Line Items	<u>1,000,000</u>	<u>0</u>	<u>1,000,000</u>
36			
37 Total Request	<u>8,147,300</u>	<u>468,700</u>	<u>8,616,000</u>
38			
39 % Change from FY01 Original Appropriation			
40 MCO	0.6%	2.0%	0.9%
41 Line Items	14.1%	0.0%	11.7%
42 Total	14.7%	-67.5%	0.9%
43			
44 % Change from FY02 Budget Base			
45 MCO	0.6%	6.5%	1.0%
46 Line Items	14.1%	0.0%	13.3%
47 Total	14.7%	6.5%	14.2%

# MUSEUM OF NATURAL HISTORY

## Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	497,500		497,500
2 Adjustments:			
3 Reappropriations			0
4 Remove One-Time Gen Fnd			0
5 ARRA FY11 Shortfall			0
6 Restore Neg Supplemental			
7 FY11 Budget Base	497,500	0	497,500
8			
9 MCO Requests:			
10 Benefit Costs Incr	7,200		7,200
11 Inflationary Increases			0
12 Replacement Items	54,500		54,500
13 Nonstd Adjust			
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%	4,100		4,100
18 External Nonstd Adj:			
19 Idaho Code/Board Rule			0
20 Enrollment Wkld Adj			0
21 Libr Bks & Periodicals			0
22 Utility Increases			0
23 Fund Shift			0
24 Total MCO Increases	65,800	0	65,800
25			
26 MCO Request	563,300	0	563,300
27			
28 Line Items:			
29			0
30			0
31			0
32			0
33			0
34			0
35 Total Line Items	0	0	0
36			
37 Total Request	563,300	0	563,300
38			
39 % Change from FY01 Original Appropriation			
40 MCO	13.2%		13.2%
41 Line Items	0.0%		0.0%
42 Total	13.2%		13.2%
43			
44 % Change from FY02 Budget Base			
45 MCO	13.2%		13.2%
46 Line Items	0.0%		0.0%
47 Total	13.2%		13.2%

## SMALL BUSINESS DEVELOPMENT CENTERS

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	275,100		275,100
2 Adjustments:			
3 Reappropriations			0
4 Remove One-Time Gen Fnd			0
5 ARRA FY11 Shortfall			0
6 Restore Neg Supplemental			0
7 FY11 Budget Base	275,100	0	275,100
8			
9 MCO Requests:			
10 Benefit Costs Incr	6,300		6,300
11 Inflationary Increases			0
12 Replacement Items			0
13 Nonstd Adjust			
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%	3,200		3,200
18 External Nonstd Adj:			
19 Idaho Code/Board Rule			0
20 Enrollment Wkld Adj			0
21 Libr Bks & Periodicals			0
22 Utility Increases			0
23 Fund Shift			0
24 Total MCO Increases	9,500	0	9,500
25			
26 MCO Request	284,600	0	284,600
27			
28 Line Items:			
29			0
30			0
31			0
32			0
33			0
34			0
35 Total Line Items	0	0	0
36			
37 Total Request	284,600	0	284,600
38			
39 % Change from FY01 Original Appropriation			
40 MCO	3.5%		3.5%
41 Line Items	0.0%		0.0%
42 Total	3.5%		3.5%
43			
44 % Change from FY02 Budget Base			
45 MCO	3.5%		3.5%
46 Line Items	0.0%		0.0%
47 Total	3.5%		3.5%

## IDAHO COUNCIL FOR ECONOMIC DEVELOPMENT

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	49,300		49,300
2 Adjustments:			
3 Reappropriations			0
4 Remove One-Time Gen Fnd			0
5 ARRA FY11 Shortfall			0
6 Restore Neg Supplemental			0
7 FY11 Budget Base	49,300	0	49,300
8			
9 MCO Requests:			
10 Benefit Costs Incr			0
11 Inflationary Increases	500		500
12 Replacement Items			0
13 Nonstd Adjust			
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%			0
18 External Nonstd Adj:			
19 Idaho Code/Board Rule			0
20 Enrollment Wkld Adj			0
21 Libr Bks & Periodicals			0
22 Utility Increases			0
23 Fund Shift			0
24 Total MCO Increases	500	0	500
25			
26 MCO Request	49,800	0	49,800
27			
28 Line Items:			
29			0
30			0
31			0
32			0
33			0
34			0
35 Total Line Items	0	0	0
36			
37 Total Request	49,800	0	49,800
38			
39 % Change from FY01 Original Appropriation			
40 MCO	1.0%		1.0%
41 Line Items	0.0%		0.0%
42 Total	1.0%		1.0%
43			
44 % Change from FY02 Budget Base			
45 MCO	1.0%		1.0%
46 Line Items	0.0%		0.0%
47 Total	1.0%		1.0%

## TechHelp

### Summary of FY11 Budget Request

	Gen Acct	Other	Total
1 FY10 Original Approp	159,200		159,200
2 Adjustments:			
3 Reappropriations			0
4 Remove One-Time Gen Fnd			0
5 ARRA FY11 Shortfall			0
6 Restore Neg Supplemental			
7 FY11 Budget Base	159,200	0	159,200
8			
9 MCO Requests:			
10 Benefit Costs Incr	2,800		2,800
11 Inflationary Increases			0
12 Replacement Items			0
13 Nonstd Adjust			
14 Risk Mgmt			0
15 Controller's Fee			0
16 Treasurer's Fee			0
17 CEC @ 1.0%	1,900		1,900
18 External Nonstd Adj:			
19 Idaho Code/Board Rule			0
20 Enrollment Wkld Adj			0
21 Libr Bks & Periodicals			0
22 Utility Increases			0
23 Fund Shift			0
24 Total MCO Increases	4,700	0	4,700
25			
26 MCO Request	163,900	0	163,900
27			
28 Line Items:			
29			0
30			0
31			0
32			0
33			0
34			0
35 Total Line Items	0	0	0
36			
37 Total Request	163,900	0	163,900
38			
39 % Change from FY01 Original Appropriation			
40 MCO	3.0%		3.0%
41 Line Items	0.0%		0.0%
42 Total	3.0%		3.0%
43			
44 % Change from FY02 Budget Base			
45 MCO	3.0%		3.0%
46 Line Items	0.0%		0.0%
47 Total	3.0%		3.0%

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**AGENCY: Boise State University**

Agency No.: 512

FY 2011 Request

FUNCTION:

Function No.: 01

Page \_\_\_ of \_\_\_ Pages

ACTIVITY:

Activity No.:

Original Submission X or  
Revision No. \_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Critical Needs</b>			Priority Ranking 1 of 5
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Operating Expenses					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	3,547,200				
<b>GRAND TOTAL</b>	<b>3,547,200</b>				<b>3,547,200</b>

**How connected to institution/agency and Board strategic plans:**

The FY 2010 appropriation included 4,856,400 in federal stimulus funds to partially offset the general fund base reduction and 5% cut in personnel costs. The fee increases approved by the Board for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010. That is no longer the case and in fact the amount anticipated for FY 2011 is reduced by 3,547,200.

**Description:**

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant



to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation of \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

**Questions:**

1. The dollar impact for Boise State is \$3,547,200. This is the difference between what was originally going to be the FY 2011 amount, and the revised FY 2011 amount of funding. It is ~ 4% of Boise State's base FY 2010 funding.
2. Although Stimulus funds are one-time funds, they are definitely assisting with keeping programs going and employees working. For FY 2010, Boise State is using the funding for CAES, OIT infrastructure needs (on-going liscensing and upgrade costs), covering the unfunded occupancy needs, and the unfunded EWA needs. All these items were requested in the university's FY 2010 budget request. We are still awaiting more information about specifically what the funds can and can't be used for and what the reporting requirements will be. There's a July 29 conf. call that should help to clarify these requirements.
3. If funding is not available in FY 2011 to assist with these needs, the university will need to further reduce programs and/or eliminate positions. For instance, employees have been hired to work on the CAES project. If funding is not available for CAES, it is possible that staffing would need to be eliminated for the project.
4. Unfortunately, occupancy costs and OIT needs are not discretionary. We have to pay these.

5. Please know that specific programs and/or specific positions are not identified at this time. Academic program elimination and/or position deletion requires quite a bit of time to accomplish. I would expect by the time the budget request is finalized, a much clearer picture of the impact will be available.

6. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

This request is for critical needs in operating funds to get back to the FY 2010 funding level.

7. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This request is for one-time funds, per Office of the State Board of Education's recommendation. The intent is that ongoing general funds will be requested in the FY 20112 request process.

8. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Not funding critical needs will result in a limitation in course offerings, reduce the frequency and variety of programs, increase fees and the length of time for a student to graduate, and consequently increase the total cost of education to the student.

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

9. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

*This item was not requested in the FY 2010 budget request.*

**AGENCY: Idaho State University**

Agency No.: 513

FY 2011 Request

FUNCTION: General Education

Function No.: 1000

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Critical Needs</b>			Priority Ranking 1 of 1
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	3,014,000				3,014,000
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Operating Expenses					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>3,014,000</b>				<b>3,014,000</b>

**How connected to institution/agency and Board strategic plans:**

The FY 2010 appropriation included \$4,125,900 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

**Description:**

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation for \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

No FTP is being requested.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

This request is maintain services & operations at the FY 2010 funding level with the adjusted federal stimulus dollars.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

One-time general funds are being requested.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Not funding the anticipated reduction in Federal Stimulus funds will result in a limitation in course offerings, reduce the frequency and variety of programs, increase

fees and the length of time for a student to graduate, and consequently increase the total cost of education to the student.

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2010 budget request.

**AGENCY: University of Idaho**  
 FUNCTION: General Education  
 ACTIVITY:

Agency No.: 514  
 Function No.: 01  
 Activity No.:

FY 2011 Request  
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 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Critical Needs</b>			Priority Ranking 1 of 8
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Operating Expenses					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	3,886,400				3,886,400
<b>GRAND TOTAL</b>	<b>3,886,400</b>				<b>3,886,400</b>

**How connected to institution/agency and Board strategic plans:**

The FY 2010 appropriation for the University of Idaho included \$4,790,200 in federal stimulus (ARRA) funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the Board for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010; however this is no longer the case and the University of Idaho is now anticipating a reduction of \$3,886,400 in ARRA funding in FY 2011.

**Description:**

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant

to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation for \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

No additional FTP is being requested. The University of Idaho will be finalizing the expenses to be covered by ARRA funds in the next several months. It is anticipated that personnel, operating and infrastructure funding will be needed in order to avoid further erosion of critical services to students.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.

This request is for operating funds to offset the anticipated reduction in ARRA funds available to the University of Idaho in FY 2011.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Per the recommendation of OSBE this request is for one-time funds. The intent is that ongoing general funds will be requested as part of the FY 2012 request process.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Not funding the anticipated reduction in ARRA funds will result in additional cuts to the base operating budgets of the university. This in turn will result in decreased services, limited course offerings, reduced frequency and variety of programs, increased fees and longer time to graduations for students, consequently increasing the total cost of education to the student.

If this request is not funded the following specific programs and activities will be adversely impacted:

- 1) The University estimates that up to thirty faculty positions totaling \$3M would need to be eliminated if this funding is not reinstated for FY 2011. While specific academic programs have not been identified as potential candidates for these reductions, the impact of a reduction in faculty positions of this magnitude is roughly equal to 75% of the total budget for Art and Architecture, 55% of the College of Business or 27% of either the College of Engineering or the College of Science. If any of these colleges were to take the full burden of the faculty reduction, an average of 1,400 students would not receive instruction due to those reductions.
  - 2) The Advancement division would eliminate three development officers and the operational dollars for a total of \$320K. These officers communicate with and visit donors to raise funds for the University. The impact of these position eliminations would be a reduction in gift revenue of \$3M per year.
  - 3) One position would be eliminated in the Research division for a total of \$70K. The impact of this would be to reduce services to various grant support operations in an area that is already severely depleted.
  - 4) Athletics would eliminate positions totaling \$125K in the areas of Media Relations, Academic Support and the Vandal Scholarship Fund support if this funding is not received. The impact of these reductions would significantly impact competitiveness and student support.
  - 5) In order to meet required reductions, the Division of Finance and Administration would reduce funding to the maintenance of buildings and the IT infrastructure in the amount of \$372K. The impact of these reductions would cause reductions in services as well as continuing deterioration in the university infrastructure overall.
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

*This item was not requested in the FY 2010 budget request.*



**AGENCY: Lewis-Clark State College**

Agency No.: 511

FY 2011 Request

FUNCTION:

Function No.:

Page \_\_\_ of \_\_\_ Pages

ACTIVITY: Critical Needs

Activity No.:

Original Submission X or  
Revision No. \_\_\_

A: Decision Unit No: <b>12.03</b>		Title: Critical Needs			Priority Ranking of	
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries	510,000					
2. Benefits	101,600					
3. Group Position Funding						
TOTAL PERSONNEL COSTS:	611,600					
OPERATING EXPENDITURES by <b>summary object:</b>						
1. Instructional Materials						
2. Supplies						
3. Program Expense						
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by <b>summary object:</b>						
1. Computers/Office Setup						
2. Instructional Computers/Technology						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:						
LUMP SUM:	611,600					611,600
<b>GRAND TOTAL</b>						

**How connected to institution/agency and Board strategic plans:**

**Description:**

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This one-time request replaces LCSC's share of the stimulus funds diverted from the Higher Education budget for FY2011, needed to mitigate student fee increases and prevent deeper personnel cuts. The requested funds would be used in their entirety to cover Personnel Costs (salaries) for personnel already assigned to LCSC, averting the need for across-the-board furloughs at a time

when enrollment has increased, or diverting student fee or institutional reserve dollars to cover the shortfall in federal stimulus dollars.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

One-time general funds
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

**AGENCY: System-wide Needs**

Agency No.: 510

FY 2011 Request

FUNCTION:

Function No.:

Page \_\_\_ of \_\_\_ Pages

ACTIVITY: Critical Needs

Activity No.:

Original Submission X or  
Revision No. \_\_\_

A: Decision Unit No: <b>12.01</b>		Title: Critical Needs			Priority Ranking of	
DESCRIPTION	General	Dedicated	Federal	Other	Total	
FULL TIME POSITIONS (FTP)						
PERSONNEL COSTS:						
1. Salaries						
2. Benefits						
3. Group Position Funding						
TOTAL PERSONNEL COSTS:						
OPERATING EXPENDITURES by <b>summary object:</b>						
1. HERC Grants	\$126,400					
TOTAL OPERATING EXPENDITURES:						
CAPITAL OUTLAY by <b>summary object:</b>						
1. Computers/Office Setup						
2. Instructional Computers/Technology						
TOTAL CAPITAL OUTLAY:						
T/B PAYMENTS:						
LUMP SUM:	\$126,400				\$126,400	
<b>GRAND TOTAL</b>						

**How connected to institution/agency and Board strategic plans:**

**Description:**

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

A fully funded budget for the Higher Education Research Council (HERC) would provide secure funding for their grant programs of which Idaho's public institutions receive funding from infrastructure, matching funds, and research centers. The Research Center Grant Program awards funds over a three-year period to the successful recipient. Without consistent funding, the recipient would

be unable to meet its research goals and commitments. A decrease in funding would also preclude HERC and institutions from meeting and attaining goals set forth in the Board's Strategic plan for biomedical research.

- a. eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.
2. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

**\$126,400 One-time Funds**

3. What resources are necessary to implement this request?
4. List by position: position titles, pay grades, full or part-time status, benefit Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

**AGENCY: College of Southern Idaho**  
 FUNCTION: Education  
 ACTIVITY:

Agency No.:  
 Function No.:  
 Activity No.:

FY 2011 Request  
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 Original Submission X or  
 Revision No. \_\_\_

A: Decision Unit No: <b>12.02</b>		Title: <b>Critical Needs</b>			Priority Ranking 2 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	52,400				52,400
2. Benefits	28,600				28,600
3. Group Position Funding	64,300				64,000
<b>TOTAL PERSONNEL COSTS:</b>	<b>145,300</b>				<b>145,300</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Operating Expenses	212,700				212,700
2.					
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>212,700</b>				<b>212,700</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. Replacement Capital					
<b>TOTAL CAPITAL OUTLAY:</b>	<b>0</b>				
<b>T/B PAYMENTS:</b>	<b>0</b>				
<b>LUMP SUM:</b>					
<b>GRAND TOTAL</b>	<b>358,000</b>				<b>358,000</b>

**How connected to institution/agency and Board strategic plans:**

The FY 2010 appropriation included \$730,700 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the College of Southern Idaho (CSI) Board of Trustees for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

As a result of adjustments to the amount of stimulus funds available for higher education for FY 2011, CSI will receive \$196,900 instead of the anticipated \$730,700. This shortfall of \$533,800 will impact programs and services.

This line item details requests for \$358,000 of the \$533,800 shortfall.

**Description:**

This request is for the continuation of funding for interpreter services for the hearing impaired. Federal law requires that we provide adequate support services for the handicapped and hearing impaired. Over the last few years hearing impaired students attending the College of Southern Idaho have grown in numbers to 18. These students are more successful, stay longer and complete at a higher rate than previous students due to the work of our Idaho State School for the Deaf and the Blind transition coordinator who is housed on our campus. The outstanding services provided are also the reason we have so many of these students. CSI serves more hearing impaired students than the rest of the state institutions combined.

While this is success story for students, it is very difficult for CSI financially. In FY 2009, we will spend over \$400,000 on disability services alone.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

We are requesting \$350,100 to maintain two existing interpreter positions (\$81,000), part time interpreters (\$64,300) and contract interpreters (\$204,800) for our hearing impaired program.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Staffing for this request is already in place.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

We are required by federal law to properly serve these student and will have to direct funds from other areas to meet this need.

- c. List any additional operating funds and capital items needed.

None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

One time general funds are being requested for FY 2011. We will make future requests for ongoing funds based upon FY 2012 guidelines.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Services for hearing impaired students are required by Federal law. If this request is not funded, other programs or funds will have to be redirected to provide this service.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2010 budget request.

**AGENCY: College of Southern Idaho**  
 FUNCTION: Education  
 ACTIVITY:

Agency No.:  
 Function No.:  
 Activity No.:

FY 2011 Request  
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 Revision No. \_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Nursing Position Replacement</b>			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.4				
PERSONNEL COSTS:					
1. Salaries	126,200				126,200
2. Benefits	49,600				49,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,800				175,800
OPERATING EXPENDITURES by summary object:					
1. Supplies	0				
2. Materials	0				
TOTAL OPERATING EXPENDITURES:	0				
CAPITAL OUTLAY by summary object:					
1. Equipment	0				
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>175,800</b>				<b>175,800</b>

**How connected to institution/agency and Board strategic plans:**

The FY 2010 appropriation included \$730,700 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the College of Southern Idaho Board of Trustees for FY 2010 were estimated to make up the difference. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

As a result of adjustments to the amount stimulus funds available for higher education for FY 2011, CSI will receive \$196,900 instead of the anticipated \$730,700. This shortfall of \$533,800 will impact programs and services.

This line item details requests for \$175,800 of the \$533,800 shortfall.



**Description:**

The request for 3.4 full time equivalent nursing faculty salaries and benefits is to continue to maintain faculty that have been previously funded with grant and community donated funds. Through this proposal, these faculty members will move to the general fund base for funding. This will allow us to continue to grow our nursing program and provide the proper staffing for our new health science and human services building.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is to provide funding for faculty members who have been funded through grants, donations or stimulus funds over the last four years. These positions are critical in maintaining the current level of nurses we graduate from CSI each year. In FY 2008, 109 registered nurses graduated from our two year CSI program.

There are currently 16.6 FTE in the nursing department funded in our general fund base.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

See Attached Spreadsheet

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

These positions are currently integrated into our nursing department. We do not expect existing operations to be negatively impacted.

- c. List any additional operating funds and capital items needed.

No additional funding other than salaries is needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

We will continue to utilize grant funds to the maximum extent possible. These faculty were funded on grants and donated funds that have ended and we need to keep them in order to maintain our 109 registered nursing graduates each year.

One time general funds are being requested for FY 2011. We will make future requests for ongoing funds based upon FY 2012 guidelines.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students and staff of the College of Southern Idaho are the primary beneficiaries of this request. Ultimately, the residents of the Magic Valley and the state will benefit from the health care providers educated in this facility.

If the request is not funded, we will be faced with the reallocation of resources or the loss of these individuals as faculty. At a time when nursing and health care providers are critically needed, it does not make good economic sense to reduce our program numbers.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This is our number three priority. This decision unit was requested but was not funded last year. We continue to have difficulties funding these positions through donated funds and grants. Based upon current commitments, donated funds are decreasing from approximately \$170,000 in FY 2010 to \$50,000 in FY 2011. Additionally, other grant funding has ended. Without stimulus funds, it will be difficult to fund these positions in FY 2011.

**AGENCY: North Idaho College**

Agency No.:

FY 2011 Request

FUNCTION: Education

Function No.:

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ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Critical Needs</b>			Priority Ranking 1 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Scholarships for Students	150,000				150,000
2.					
TOTAL OPERATING EXPENDITURES:	150,000				150,000
CAPITAL OUTLAY by <b>summary object:</b>					
1. Classroom Equipment	311,600				311,600
TOTAL CAPITAL OUTLAY:	311,600				311,600
T/B PAYMENTS:	0				
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>461,600</b>				<b>461,600</b>

North Idaho College (NIC) is requesting \$311,600 for classroom technology. For the past several years, NIC has requested funds for a line item for multi-year improvements to bring classrooms across campus up to current technology standards. The Federal Stimulus were used for this purpose in FY 10 and NIC is requesting a similar appropriation from State General Funds in FY 11 to continue with this installation and upgrade to complete the project.

At the end of FY 10, North Idaho College will have partially equipped 101 of 152 classrooms for media presentations using readily available technology like projectors, internet-attached computers, and audio/video players. Rooms will have had lighting, screens and furniture added to make it easy for faculty and students to use the technology for teaching and learning.

While the processes and services to acquire and support the use of teaching technology have improved, there is still a lack of systematic equipping to protect the investments, lower operating costs and further improve use.

A "baseline" reset of the classroom technology is needed to bring all appropriate classrooms to the minimum campus standard. The following benefits will be achieved.

1. Provide the capability to use presentation technology in all classrooms where required.
2. Improve facility efficiency by creating flexibility in assigning classrooms.
3. Allow technology classrooms to begin a replacement funding rotation for equipment.
4. Lower the per room cost to acquire expensive equipment.
5. Lower the per room cost to support those using equipment.

NIC is requesting \$311,600 as the second of a two-year installation program to equip all classrooms to the campus minimum standard. Classrooms will be assessed against the standard classroom minimum. All items with useful life will continue to be used. Classrooms that will not be used for student or instructor presentations are not included.

In addition NIC will continue with a Student Book Scholarship of \$150,000 that will provide textbooks to students who are in need to continue with their formal education. These scholarships are awarded to students who otherwise would not be eligible to receive scholarships. The scholarships are useable only in the NIC Bookstore for textbooks necessary in classes.

**AGENCY: College of Western Idaho**

Agency No.: 501

FY 2011 Request

FUNCTION:

Function No.: 02

Page \_\_\_\_ of \_\_\_\_ Pages

ACTIVITY:

Activity No.:

Original Submission  X  or

Revision No. \_\_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Critical Needs – Facility Upgrades</b>			Priority Ranking 3 of 3
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Operating Expenses – facility leases and/or additional costs related to increased enrollment.					
2. Renovate and remodel classroom space in Canyon County Center (CCC).	\$ 202,800				\$ 202,800
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$ 202,800</b>				<b>\$ 202,800</b>

**How connected to institution/agency and Board strategic plans:**

The FY 2010 appropriation included \$ 277,500 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. It was anticipated that an equal amount of federal stimulus funds would be available in FY 2011 in order to maintain the same level of operating funds as FY 2010.

This request is connected to the College of Western Idaho (CWI) strategic plan as follows:

Goal 1: CWI is known for its quality, 21<sup>st</sup> century teaching in all learning environments.

Strategy 7: Create consistency of services at all locations.

Strategy 8: Utilize 21<sup>st</sup> century technologies to enhance teaching and learning.

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

Strategy 1: Complete a facilities master plan.

**Description:**

The Division of Financial Management (DFM) has been working with the U.S. Department of Education in making formal application for the stimulus funds. Pursuant to a memo received from Wayne Hammon on May 21, 2009, there has been a major adjustment to the amount of stimulus funds available to higher education in FY 2011.

The original plan for the State Department of Education (SDE) was to use \$85m in stimulus funds in FY 2009. After reviewing the Idaho application for federal funds, the U.S. Department of Education determined that stimulus funds could not be used in FY 2009 and required Idaho to use these funds in FY 2010. Subsequently, the Legislature appropriated a FY 2009 supplemental appropriation for \$85m from the Public Education Stabilization Fund to SDE (HB 378). Before this appropriation, the amount needed to restore the FY 2010 general fund appropriation to the FY 2009 level was around \$108m. Now that amount includes an additional \$85m or a total of \$194m.

This changes the proportion of the K12 and Higher Ed shortfall and results in a reallocation of federal stimulus funds. Instead of Higher Ed getting \$35.4m over two years they would receive \$22.5m. Since Higher Ed is getting \$17.7m in FY 2010, this would leave \$4.8m for FY 2011. This is an overall reduction of \$13m; however, the calculation below shows the total proportion of funding (general and stimulus):

FY 2009	K12 81.4%	HE 18.6%
FY 2010	K12 81.2%	HE 18.8%
FY 2011	K12 80.6%	HE 19.4%

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?  
 Request is for facility leases or and related operating costs to accommodate increased enrollment and classroom technology. No additional FTP is being requested.
2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

This request is for critical needs in operating funds to allow CWI to invest state appropriated funds into facility leases/operating costs and renovation and remodeling of the Canyon County Center (CCC). This will allow for expenditures at a level anticipated for FY 2011 before the federal stimulus funds were reallocated to other education functions. (K-12).

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Funds requested are one-time for classroom-related costs and facility upgrades, even though projects of this nature will need to be undertaken every year.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Students are being served by this request. Not funding critical needs will result in a limitation in course offerings due to insufficient classroom space and out-of-date technology for teaching and learning.

Also, decreases in State funding may jeopardize participation in some Federal Financial Aid programs. According to Section 116 of the Higher Education Opportunity Act, the State shall provide funding which is equal to or greater than the average amount provided for non-capital and non-direct research and development expenses or costs during the five most recent years.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

This item was not requested in the FY 2010 budget request because enrollment estimates were uncertain, at the time the budget request was made CWI was not yet providing instruction (transfer from BSU had not taken place).

STATE BOARD OF EDUCATION  
 FY 2011 Budget Request  
 Colleges & Universities/Agencies  
 Calculation of Occupancy Costs

1 2 3	Institution/Project	Projected Date of Occupancy	% of Use for		(1)				(2)			(3)		(4)		(5)		Total Occ Cost	% qtrs used in FY10	Prior Year Funding	Revised FY10	
			Non-Aux. Education	Gross Sq Footage	Non-Aux. Sq Footage	FTE	Sal & Ben	Supplies	Total	Utility Estimate	Repl Value	Cost@1.5%	Other									
4	<b>BOISE STATE UNIVERSITY</b>																					
4	Park Center	** Sept. 2008	100%	83,801	83,801	3.22	108,300	8,400	116,700	146,700	16,760,200	251,400	77,900	592,700	100%		592,700					
5	Norco Building (floors 3 and 4)	July-09	48%	81,300	39,017	1.50	50,400	3,900	54,300	68,300	8,661,774	62,400	37,000	222,000	100%		222,000					
6	Norco Building classroom 1st floor	July-09	2%	81,300	1,374	0.05	1,700	100	1,800	2,400	305,028	100	1,300	5,600	100%		5,600					
7	Capitol Village University Adv.	March-06	100%	8,954	8,954	0.34	11,400	900	12,300	15,700	1,790,800	26,900	8,300	63,200	100%		63,200					
8	Non Auxiliary Space in Parking Deck	Oct. 2007	50%	10,346	5,173	0.20	6,700	500	7,200	9,100	1,034,500	7,800	4,800	28,900	100%		28,900					
9	Capitol Village Emeritus Guild	March-09	100%	2,111	2,111	0.08	2,700	200	2,900	3,700	422,000	6,300	2,000	14,900	100%		14,900					
10	Capitol Village Adv. Expansion	March-09	100%	1,512	1,512	0.06	2,000	200	2,200	2,600	302,400	4,500	1,400	10,700	100%		10,700					
11	** Park Center Space utilization is pending. It will need to be reviewed, with potential changes					5.45	183,200	14,200	197,400	248,500		359,400	132,700	938,000			0	938,000				
12	this schedule. What is being requested is the maximum amount, and this may be reduced																					
13	depending on information not yet available.																					
14	<b>IDAHO STATE UNIVERSITY</b>																					
16	Rendezvous Center (Acad Side)	June-07	100%	101,920	101,920	3.92	131,800	10,200	142,000	178,400	15,000,000	225,000	90,500	635,900	100%	300,000	335,900					
17	Meridian Building	July-09	100%	90,000	90,000	3.46	116,400	9,000	125,400	157,500	12,960,000	194,400	79,700	557,000	100%		557,000					
18	CAES	July-08	33%	55,000	18,333	0.71	23,900	1,800	25,700	32,100	15,400,000	77,000	26,400	161,200	100%		161,200					
19						8.09	272,100	21,000	293,100	368,000		496,400	196,600	1,354,100			0	1,054,100				
20	<b>UNIVERSITY OF IDAHO</b>																					
22	Alumni Residence Center (A)	January-06	100%	28,667	28,667	1.10	36,000	2,900	38,900	50,200	6,905,905	103,600	27,600	220,300	100%		220,300					
23	Vandal Athletic Center (B)	January-04	14%	35,236	5,000	0.19	6,200	500	6,700	8,800	8,175,148	17,400	10,400	43,300	100%		43,300					
24	Living Learning Center ©	May-04	5%	202,616	10,180	0.39	12,800	1,000	13,800	17,800	37,800,000	28,500	38,100	98,200	100%		98,200					
25	UI Research Park Post Falls	July-02	38%	30,580	11,700	0.45	14,700	1,200	15,900	20,500	5,321,583	30,500	13,300	80,200	100%		80,200					
26	Professional Golf Mgmt Program Space	July-04	51%	3,642	1,860	0.07	2,300	200	2,500	3,300	718,835	5,500	2,000	13,300	100%		13,300					
27	Teaching and Learning Center	January-05	100%	27,228	27,228	1.05	34,400	2,700	37,100	47,600	4,475,052	67,100	24,500	176,300	100%		176,300					
28	Collaborative Center for Applied Fish Stu	September-06	50%	13,525	6,762	0.26	8,500	700	9,200	11,800	3,259,123	24,400	7,800	53,200	100%		53,200					
29	Idaho Water Center*	Phased Aug 04 to May 08	30%	225,227	67,500	2.60	85,100	6,800	91,900	118,100	54,764,643	246,200	95,800	552,000	100%	375,000	177,000					
30	Janssen Engineering Bldg**	March-09	100%	3,079	3,079	0.12	3,900	300	4,200	5,400	1,929,600	28,900	3,900	42,400	100%		42,400					
31						6.23	203,900	16,300	220,200	283,500		552,100	223,400	1,279,200			0	904,200				
32	<b>LEWIS-CLARK STATE COLLEGE</b>																					
34	Nursing & Health Science Faculty	July-09	100%	60,000	60,000	2.31	78,200	6,000	84,200	105,000	16,000,000	240,000	59,000	488,200	100%		488,200					
35	<b>College of Southern Idaho</b>																					
37	Health Science & Human Services	January-10	100%	72,400	72,400	2.78	90,100	7,200	97,300	126,700	18,000,000	270,000	70,100	564,100	100%		564,100					
38	<b>College of Western Idaho</b>																					
40	CWI Main building (Nampa)	January-09	96%	65,000	62,600	2.41	76,500	6,300	82,800	109,600	15,000,000	216,700	60,200	469,300	100%		469,300					
41	Canyon County Center	July-09	46%	77,000	35,420	1.36	43,200	3,500	46,700	62,000	12,960,000	89,400	37,600	235,700	100%		235,700					
42						3.77	119,700	9,800	129,500	171,600		306,100	97,800	705,000			0	705,000				



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(1) FTE For the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.  
 (2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.  
 Benefit rates as stated in the annual Budget Development Manual prepared by the Division of Financial Management.  
 Salary CU: \$19,635.00 CC: \$18,700.00  
 Benefits  
 FICA  
 SSDI salary to \$92,150 6.2000% x salary  
 SSHI 1.4500% x salary  
 Unemployment Insurance 0.4000% x salary  
 Life Insurance 0.8500% x salary  
 Retirement  
 Regular 10.3900% x salary  
 Workmans Comp x salary  
 Sick Leave 0.6500% x salary  
 Human Resources x salary  
 Health Insurance \$9,300.00 per position  
 Supplies 0.10

	BSU	ISU	UI	LCSC	CSI	NIC	CWI
	3.68%	3.68%	3.70%	4.56%	3.40%	???	???
	0.306%	0.306%	0.554%	0.306%	0.306%		0.306%
	23.9260%	23.9260%	23.6400%	25.0535%	23.6460%	#VALUE!	#VALUE!

(3) Annual utility costs will be projected at \$1.75 per 1.75  
 (4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.  
 (5) Other:  
 IT Maintenance 1.5000 GSF  
 Security 0.2200 GSF  
 General Safety 0.0900 GSF  
 Research & Scientific Safety Costs 0.5000 GSF  
 Total 2.3100  
 Too High - Used 1/3 0.7700 GSF  
 Landscape Greenscape 0.0003 CRV  
 Insurance Costs 0.0005 CRV  
 Total 0.00080 CRV

**AGENCY: Boise State University**

Agency No.: 512

FY 2011 Request

FUNCTION: CAES

Function No.: 01

Page \_\_\_ of \_\_\_ Pages

ACTIVITY:

Activity No.:

Original Submission X or  
Revision No. \_\_\_

Center for Advanced Energy Studies -					
A: Decision Unit No: <b>12.03</b>	Title: Draft	Priority Ranking 3 of 5			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.08				8.08
PERSONNEL COSTS:					
1. Salaries	587,431				587,431
2. Benefits	201,560				201,560
3. 5 Graduate Assistants stipends and fringe.	122,083				122,083
<b>TOTAL PERSONNEL COSTS:</b>	<b>911,074</b>				<b>911,074</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Graduate Assistants tuition waivers	43,312				43,312
2. Materials and Supplies	20,614				20,614
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>63,926</b>				<b>63,926</b>
TRAVEL <b>by summary object:</b>					
1.	25,000				25,000
<b>TOTAL CAPITAL OUTLAY:</b>					
<b>T/B PAYMENTS:</b>					
<b>LUMP SUM:</b>					
<b>GRAND TOTAL</b>	<b>1,000,000</b>				<b>1,000,000</b>

**How connected to institution/agency and Board strategic plans:**

This request directly supports the State Board of Education’s objective to support and enhance the state’s infrastructure and capacity for advanced energy studies through collaborative efforts among UI, ISU, BSU and the Idaho National Laboratory.

Boise State University’s involvement in CAES is directly linked to our research and public policy mission with the primary emphasis defined by the State Board of Education’s Institutional Role and Mission statement in public affairs and our developed strengths in sciences and engineering. The program supports Boise State University’s strategic plan in that it will contribute to the institution’s continued development of “academic excellence,” “public engagement” and “exceptional research.”

Boise State is home to the CAES Energy Policy Institute (EPI). The institute focuses on energy related policy research, analysis, and education. It brings together policy

personnel from the three Idaho Universities and INL to analyze and examine proposed energy policy and seek solutions for suitable energy. The value of the public policy piece is critical to understanding how society and its institutions address energy issues.

This FY2011 budget request is for funding to support and build the educational, research, and policy capabilities of Boise State University both in the areas of science/engineering and policy. Although one-time funding was provided for FY 2010 (AFFA Funds), permanent funding needs to be secured. This is the same request of on-going funds as was requested in the 2010 budget request.

Specifically, Boise State is requesting funding for:

- Materials Science and Engineering Support:
  - o Two (2) postdoctoral associates, one (1) associate professor, two months faculty summer support, 1.77 FTE for research scientists/faculty, four (4) graduate research assistantships, materials and supplies and travel expenses.
- Energy Policy Institute (EPI) Support:
  - o One (1) EPI director, one EPI assistant director, one (1) assistant professor, one half time professional staff member, two half time graduate research assistantships, and a modest amount for materials and supplies.

**AGENCY: Idaho State University**  
 FUNCTION: General Education  
 ACTIVITY: C. CAES

Agency No.: 513  
 Function No.: 1000  
 Activity No.:

FY 2011 Request  
 Page 1 of 3 Pages  
 Original Submission X or  
 Revision No.     

<b>Center for Advanced Energy Studies in Idaho Falls</b>					
A: Decision Unit No: <b>12</b>	Title:			Priority Ranking 1 of 1	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	8.3				8.3
PERSONNEL COSTS:					
1. Salaries	634,400				634,400
2. Benefits	211,100				211,100
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>845,500</b>				<b>845,500</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Materials and Supplies	60,000				60,000
2. Travel	50,000				50,000
3. Communications	44,500				44,500
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>154,500</b>				<b>154,500</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. Equipment					
2. Startup Packages					
<b>TOTAL CAPITAL OUTLAY:</b>					
<b>T/B PAYMENTS:</b>					
<b>LUMP SUM:</b>					
<b>GRAND TOTAL</b>	<b>1,000,000</b>				<b>1,000,000</b>

**How connected to institution/agency and Board strategic plans:**

The Center for Advanced Energy Studies (CAES) collaborative between the Idaho National Laboratory (INL), Idaho State University, University of Idaho, and Boise State University represents a vital effort to integrate cutting-edge energy studies in the ISU College of Engineering with national interests being developed at the INL. Research and teaching efforts centered on CAES further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

### **Description:**

The Center for Advanced Energy Studies (CAES) is a collaborative initiative between Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI) and the Idaho National Laboratory (INL) that will address the critical energy issues facing our nation. Operating as a jointly managed research center, CAES will maximize the utilization of the energy-related capabilities of its member institutions and sponsors. Cross-organizational, peer-to-peer technical collaboration in areas of nuclear, renewable, fossil and alternative energy will be encouraged.

To ensure the success of CAES, as an enduring Idaho institution, approximately three million dollars in recurring funding is requested to build the research, policy, and educational capabilities of CAES. Specifically funding (PC) is requested to partially support 25 research active faculty members, 5 senior technicians, 3 full time CAES Associate Directors, and 3 administrative support persons (one per Associate Director), who will be recruited and hired over a period of four years. Operating costs (OE) are also requested.

These research faculty members will be hired by their respective universities on fiscal or academic year appointments as appropriate, with support for at least 6 months per year on this request. These hires will also be supported through CAES joint appointments and or joint research with the INL for the balance of their academic appointments and on grants and contracts for the summer. Researchers will be located in or spend time in the new CAES research building located in Idaho Falls, which is scheduled for occupancy August 1, 2008. The costs presented are based upon FY2008 estimates.

### **Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding to make permanent the one-time funding granted by the State Legislature in the spring of 2008, as well as to build on the original base funding for the second year (see attachment). We request ongoing appropriated funding for the personnel listed below, as well as for the operating expenses listed above.**

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **8.3 FTE, as described in attached document.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **As listed in the attached documentation.**
  - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **The request is for ongoing funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Funding will allow the CAES collaborative to develop and maintain facilities and personnel vital to the developing understanding of alternative energy studies at the global, national, regional, and local scales.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **This request is a continuation of the FY10 budget request.**

<u>Year</u>	<u>FY11</u>	<u>Gross</u>	<u>% State</u>	<u>\$ State</u>	<u>Fringe</u>	<u>Insurance</u>	<u>Total</u>
Yr. 1	Nuclear Engineering Chair	\$148,345.60	50%	\$74,172.80	\$15,665.30	\$4,650.00	\$94,488.10
Yr. 1	Assistant Professor NE, Fuels & Modeling	\$70,000.00	75%	\$52,500.00	\$11,088.00	\$6,975.00	\$70,563.00
Yr. 1	Research Professor NE, Fuel Cycle	\$139,256.00	70%	\$97,479.20	\$20,587.61	\$6,510.00	\$124,576.81
Yr. 1	Assoc. Prof. NE, Nuclear Materials	\$85,000.00	60%	\$51,000.00	\$10,771.20	\$5,580.00	\$67,351.20
Yr. 1	Assoc. Prof. NE, Fuels	\$85,000.00	50%	\$42,500.00	\$8,976.00	\$4,650.00	\$56,126.00
Yr. 1	Research AoP Physics, Detectors	\$63,918.40	50%	\$31,959.20	\$6,749.78	\$4,650.00	\$43,358.98
Yr. 1	Research AP Physics, Materials	\$63,294.40	50%	\$31,647.20	\$6,683.89	\$4,650.00	\$42,981.09
Yr. 1	Professor NE, Reactors	\$48,859.20	25%	\$12,214.80	\$2,579.77	\$2,325.00	\$17,119.57
Yr. 1	Asst. Prof. Health Physics - Reactors	\$58,801.60	50%	\$29,400.80	\$6,209.45	\$4,650.00	\$40,260.25
Yr. 1	Technician/Assistant Lecturer Nuc. Eng.	\$60,008.00	100%	\$60,008.00	\$12,673.69	\$9,300.00	\$81,981.69
Yr. 1	AA II	\$31,512.00	100%	\$31,512.00	\$6,578.45	\$9,300.00	\$47,390.45
Yr. 2	Asst. Prof. Mechanical/Materials	\$70,000.00	50%	\$35,000.00	\$7,392.00	\$4,650.00	\$47,042.00
Yr. 2	Assoc. Prof. Applied Math/Modeling	\$85,000.00	50%	\$42,500.00	\$8,976.00	\$4,650.00	\$56,126.00
Yr. 2	Assoc. Prof. Hydrogen	<u>\$85,000.00</u>	50%	\$42,500.00	\$8,976.00	\$4,650.00	\$56,126.00
Totals:		\$1,093,995.20		\$634,394.00	\$133,907.12	\$77,190.00	\$845,491.12
		FTE:	8.3				
		People:	14				

**AGENCY: University of Idaho**  
 FUNCTION: General Education  
 ACTIVITY:

Agency No.: 514  
 Function No.: 01  
 Activity No.:

FY 2011 Request  
 Page 1 of 4 Pages  
 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Center for Advanced Energy Studies (CAES)</b>			Priority Ranking <b>3 of 8</b>
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	8.36				8.36
<b>PERSONNEL COSTS:</b>					
1. Salaries	687,200				687,200
2. Benefits	234,180				234,180
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>921,380</b>				<b>921,380</b>
<b>OPERATING EXPENDITURES by summary object:</b>					
1. Supplies	30,000				30,000
2. Maintenance Costs					
3. Services					
4. Other	48,620				48,620
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>78,620</b>				<b>78,620</b>
<b>CAPITAL OUTLAY by summary object:</b>					
1. Capital Equipment	0				0
<b>TOTAL CAPITAL OUTLAY:</b>	<b>0</b>				<b>0</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>1,000,000</b>				<b>1,000,000</b>

**How connected to institution/agency and Board strategic plans:**

This request supports the goals outlined in the University of Idaho - Idaho Falls (UIIF) strategic plan in the areas of “Clean Energy” and “Water and Energy” and is linked to the University’s Strategic Goals 2 and 3. Specifically: Goal 2 – Scholarly and Creative Activity (UIIF – “Deliver strategically-focused integrated Energy, and Homeland Security research programs”) and Goal 3 – Outreach and Engagement (UIIF – “Build stronger partnerships with INL and other state universities”). This also supports SBOE goal #1.7 – support and enhance the state’s infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the Idaho National Laboratory at the Center for Advanced Energy Studies.



**Description:**

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES)<sup>1</sup>. Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2009 estimates and have not been escalated for future years. Specifically the faculty members will support the energy research mission of CAES and will include:

- a) Three (3) nuclear scientists/engineers (hired by the College of Engineering in FY2008 and supported by one-time funding in FY2009),
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2011),
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010),
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2010),
- e) Energy Law Professor (College of Law; recruited and hired in FY 2011), and
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2011).

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 months per year on this request, and spend at least part of the year in the new 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments and on grants and contracts for the summers. In addition to the above faculty members, two technicians (supported half time by this request and half time by grants and contracts), a full time administrative support person (hired in FY2010), and a full time CAES associate director (hired in FY 2010 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested support the general research operational needs of the CAES faculty members, specifically

- a) Research equipment maintenance agreements and repairs (ongoing)

<sup>1</sup> CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

- b) Desk top computers and renewals (for both faculty and graduate students; ongoing)

Budget requests by year and category are provided in the attached spreadsheet.

**Questions:**

1. What is being requested and why? **See description above.** What is the agency staffing level for this activity and how much funding by source is in the base? **See description above.**
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See attachment**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

**University of Idaho  
Request for Recurring State Funding for  
Center for Advanced Energy Studies  
May 14, 2009**

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES) <sup>1</sup>. Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2009 estimates and have not been escalated for future years. Specifically, the faculty members will support the energy research mission of CAES and will include

- a) Three (3) nuclear scientists/engineers (hired by the College of Engineering in FY2008 and supported by one-time funding in FY2009)
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2011)
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010)
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2010)
- e) Energy Law Professor (College of Law; recruited and hired in FY 2011)
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2011)

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 month per year on this request, and spend at least part of the year in the new 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments and on grants and contracts for the summers. In addition to above the faculty members, two technicians (supported half-time by this request and half-time by grants and contracts), a full time administrative support person (hired in FY2010), and a full time CAES associate director (hired in FY 2010 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested to support the general research operational needs of the new CAES faculty members, specifically

- a) Research equipment maintenance agreements and repairs (ongoing)
- b) Desktop computers and renewals (for both faculty and graduate students; ongoing)

Budget requests by year and category are provided in the attached spreadsheet.



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<sup>1</sup> CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

University of Idaho									
Request for recurring State Funding for the Center for Advanced Energy Studies									
Base Salaries from 2007-08 Academic Year Market Salaries Survey for 100% Market Level, Associate Professor in appropriate disciplines or actual salary for existing hires*. (Oklahoma State University Faculty Salary Study). Fringe cacluated as 23.5% of Base Salary plus \$8.7K for Health Benefits. (updated 07/03/2008)							Request (\$K)		
	Position	Appointment (9mo/12mo)	Base Salary	Fringe	Salary plus Fringe	Fraction of Salary	FY2009 (actual, one-time funds)	FY2010	FY2011 and beyond
1	Nuclear (Material Science)*	9	\$ 76.59	\$26.70	\$ 103.28	0.67	\$ 76.20	\$ 69.20	\$ 69.20
2	Nuclear (Mechanical Engineering)*	9	\$ 86.88	\$29.12	\$ 116.00	0.67	\$ 75.98	\$ 77.72	\$ 77.72
3	Nuclear (Chemical Engineering)*	9	\$ 76.69	\$26.72	\$ 103.41	0.67	\$ 76.64	\$ 69.29	\$ 69.29
4	Energy Geoscientist	9	\$ 74.13	\$26.12	\$ 100.25	0.67		\$ 67.16	\$ 67.16
5	Energy - Natural Resources	9	\$ 73.70	\$26.02	\$ 99.72	0.67	\$ 57.44	\$ 66.81	\$ 66.81
6	BioEnergy	9	\$ 78.46	\$27.14	\$ 105.60	0.67	\$ 81.96	\$ 70.75	\$ 70.75
7	Energy Law	9	\$ 106.91	\$33.83	\$ 140.74	0.67		\$ 94.29	\$ 94.29
8	Carbon Management	9	\$ 78.46	\$27.14	\$ 105.60	0.67		\$ 70.75	\$ 70.75
9	CAES Assoc. Director	12	\$ 164.97	\$47.47	\$ 212.43	1		\$ 212.43	\$ 212.43
10	Senior Technician (1)	12	\$ 47.09	\$ 19.77	\$ 66.86	0.5	\$ 29.33	\$ 33.43	\$ 33.43
11	Seniot Technician (2)	12	\$ 47.09	\$ 19.77	\$ 66.86	0.5		\$ 33.43	\$ 33.43
12	Managment Assistant	12	\$ 38.40	\$ 17.72	\$ 56.12	1		\$ 56.12	\$ 56.12
<b>Total Labor</b>							<b>\$ 397.55</b>	<b>\$ 921.38</b>	<b>\$ 921.38</b>
<b>Desk Top Computing Renewal (12 per year at \$2.5K each)</b>								<b>\$ 30.00</b>	<b>\$ 30.00</b>
<b>Maintenance/Repair of Equipment</b>								<b>\$ 48.62</b>	<b>\$ 48.62</b>
<b>Total Request</b>							<b>\$ 397.55</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>

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## FY 2011 BUDGET REQUEST

Institution / Agency: SBOE Scholarships and Grants

Decision Unit / Line Item: 12.01

Category: New/Expanded Programs

(New / Expanded Programs, Operating Support, Maintenance / Infrastructure (Including Occupancy Costs), Salary Enhancements)

Title: Opportunity Scholarship Programs

FTP:

Gen	\$1,000,000	Fed	\$	Ded/Other	\$	Total	\$1,000,000
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**The Opportunity Scholarship** is Idaho's primary need-based scholarship. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY07 and FY08, the initial years of this program, \$10 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the maximum award of \$3,000. Unfortunately, as result of the financial difficulties during this year, funds were not available to fund neither the endowment nor the ongoing scholarships. The Board was permitted to use the earnings from the endowment and \$1,000,000 from the corpus for FY10. This may permit us to fund qualifying renewals, but new awards will be very limited. This request is for \$1,000,000 from the State General Fund to assist in funding scholarships for fiscal year 2011. **\$1,000,000**

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## FY 2011 BUDGET REQUEST

Institution / Agency: Medical Education Committee – Residencies

Decision Unit / Line Item: Placeholder for residency programs

Category: New/Expanded Programs

(New / Expanded Programs, Operating Support, Maintenance / Infrastructure (Including Occupancy Costs), Salary Enhancements)

Title: Residency programs placeholder for FY 2011 state budgeting process

FTP:

Gen	\$340,000	Fed	\$	Ded/Other	\$	Total	\$340,000
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Currently, Idaho has two family medicine residency programs (FMR) in Boise and Pocatello which are both affiliated with WWAMI. Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state, particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

### **Description:**

Expanding medical residency training in Idaho has been identified as an educational and funding priority by the State Board of Education (Board) and the Legislative Medical Education Interim Committee. The Board ranked ten recommendations towards expansion of medical education. The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

This placeholder provides a mechanism for the Board to approve a funding request for expanding medical residency training in Idaho. Ten (10) residents at \$34,000 state support per resident is included. Subsequent to Board approval, the Medical Education Committee will provide guidance to which budget(s) these residents will be included in the official budget request due to the Division of Financial Management and Legislative Services Office on September 1, 2009. The funding could be requested under FMR Boise, FMR ISU, or a new residency program located elsewhere in the state.



**AGENCY: Health Education Programs**

Agency No.: 515

FY 2011 Request

FUNCTION: Psychiatry Residency

Function No.: 08

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ACTIVITY:

Activity No.:

Original Submission X or  
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A: Decision Unit No: <b>12.01</b>		Title: <b>Additional Funding</b>			Priority Ranking 1 of 1
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Uniform					
2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	9,200				9,200
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>9,200</b>				<b>9,200</b>

The 2007 Legislature appropriated \$40,600 in HB 312 to the Psychiatry Residency Program in the State Board of Education. The Interim Committee on Mental Health and Substance Abuse recommended the state to fund 10% of the cost and to phase-in the state's commitment over four years. This request is for the fourth year in the amount of \$9,200 as provided in the Fiscal Note of HB 312.

**AGENCY: Boise State University**  
 FUNCTION: Biomedical Research  
 Initiative with VA Medical Center

Agency No.: 512

FY 2011 Request

Function No.: 01

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ACTIVITY:

Activity No.:

A: Decision Unit No: <b>12.05</b>		Title: Biomedical Research			Priority Ranking 5 of 5
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	3				
PERSONNEL COSTS:					
1. Salaries	228,000				
2. Benefits	72,000				
3					
TOTAL PERSONNEL COSTS:	300,000				
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>300,000</b>				<b>300,000</b>

**How connected to institution/agency and Board strategic plans:**

This collaborative initiative will enhance the State's infrastructure and capacity for biomedical research. Final details are yet to be determined, although this is being worked through with the collaborating partners.

This is an estimate only at this time.

**AGENCY: Idaho State University**  
 FUNCTION: General Education  
 ACTIVITY: F. VA Biomedical Research

Agency No.: 513  
 Function No.: 1000  
 Activity No.:

FY 2011 Request  
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<b>Veterans Administration</b>					
A: Decision Unit No: <b>12.01</b>	Title: <b>Biomedical Research Collaborative</b>			Priority Ranking 1 of 1	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	3.5				3.5
PERSONNEL COSTS:					
1. Salaries	300,000				300,000
2. Benefits	120,000				120,000
3. Group Position Funding (GAs)	120,000				120,000
<b>TOTAL PERSONNEL COSTS:</b>	<b>540,000</b>				<b>540,000</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Travel	3,000				3,000
2. Materials and Supplies	25,000				25,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>28,000</b>				<b>28,000</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. Start-up equipment (one-time)	275,000				275,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>275,000</b>				<b>275,000</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>843,000</b>				<b>843,000</b>

**How connected to institution/agency and Board strategic plans:**

Idaho State University has begun developing the framework for a largescale biomedical research enterprise by exploiting the synergistic interactions among the existing scholarly resources within the ISU campus as well as drawing upon the State’s biomedical and biotechnology industry and other segments of interdisciplinary biomedical research within the State of Idaho, most particularly infectious disease research at the Veterans Affairs Medical Center in Boise. Thus, in order to most effectively leverage biomedical expertise at institutions across Idaho, we seek to strengthen ISU’s position as the lead institution in Idaho for biomedical research, in collaboration with the VA, the University of Idaho and Boise State University. Research and teaching efforts centered on the VA Biomedical Collaborative further the following strategic goals, as articulated in the current ISU and SBOE strategic plans:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

**Description:**

This line item request will provide financial resources to fund two faculty positions, a post-doctoral fellowship position, and a portion of a grant writer, as well as graduate assistantships, to support the SBOE strategic plan to enhance biomedical research across the State of Idaho. As described in other institutional requests, the goal of this plan is to increase biomedical research and graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veterans Affairs, UI, and BSU.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above, funding for 3.5 FTE, as well as funding for graduate assistantships.**
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
  - c. List any additional operating funds and capital items needed. **NA.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for ongoing and one-time appropriated funding, as articulated above.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

**AGENCY: University of Idaho**  
 FUNCTION: General Education  
 ACTIVITY:

Agency No.: 514  
 Function No.:  
 Activity No.:

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A: Decision Unit No: <b>12.09</b>		Title: <b>Biomedical Research</b>			Priority Ranking 9 of 9
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	2.30				2.30
PERSONNEL COSTS:					
1. Salaries	205,000				205,000
2. Benefits	72,000				72,000
3. Group Position Funding	120,000				120,000
TOTAL PERSONNEL COSTS:	397,000				397,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Supplies	20,000				20,000
TOTAL OPERATING EXPENDITURES:	23,000				23,000
CAPITAL OUTLAY by summary object:					
1. Startup/lab equipment (one-time)	250,000				250,000
TOTAL CAPITAL OUTLAY:	250,000				250,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>670,000</b>				<b>670,000</b>

**How connected to institution/agency and Board strategic plans:**

UI Goals – Scholarly and Creative Activity, and Outreach and Engagement

SBOE Goal – Goal 1, Quality; Objective 4 Enhance the State’s infrastructure and capacity for biomedical research through collaborative efforts between our three public universities and the Veterans Affairs Medical Center (VAMC) Biomedical Research Expansion Initiative.

**Description:**

This request is for two faculty positions, startup funds, graduate stipends, and a portion of a grant writer to support the SBOE strategic plan to enhance biomedical research in Idaho. The goal of this plan is to increase graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veteran’s Affairs, ISU, and BSU.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
  - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

**AGENCY: Idaho State University**  
 FUNCTION: General Education  
 ACTIVITY: G. One-Time Projects

Agency No.: 513  
 Function No.: 1000  
 Activity No.:

FY 2011 Request  
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<b>ISU Clinical Laboratory Sciences</b>					
A: Decision Unit No: <b>12</b>		Title: <b>Boise Expansion</b>		Priority Ranking 1 of 3	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Travel					
2. Communications					
3. Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by <b>summary object:</b>					
1. Startup/lab equipment (one-time)	450,000				450,000
2. Communications equip. (one-time)	175,000				175,000
TOTAL CAPITAL OUTLAY:	625,000				625,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>625,000</b>				<b>625,000</b>

**How connected to institution/agency and Board strategic plans:**

As the SBOE-designated lead institution of higher education for the health professions in Idaho, ISU's expansion of the Clinical Laboratory Sciences Program Boise is consistent with the institution's health-professions driven strategic planning. Research and teaching efforts centered on the program also further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

**Description:**

This request is for one-time capital outlay to equip the ISU Meridian facility for the Clinical Laboratory Sciences Program (CLS) to serve the program's communications and instructional needs in the Boise/Meridian area. The one-time funding entails faculty startup equipment, student instructional and lab equipment, and communications equipment. The funding requested is consistent with the current emphasis on increasing the availability of health education in the Boise area, and is necessary to meet increased enrollment in Clinical Laboratory Sciences in Meridian, Idaho and surrounding rural areas. Likewise, the one-time capital outlay will fund similar equipment to enable expansion of the CLS program from the Pocatello campus to the ISU Idaho Falls campus. This expansion will enable the institution to better partner with the Eastern Idaho Regional Medical Center to meet their needs, as well as the needs of rural hospitals and healthcare organizations, for qualified and well-trained CLS professionals.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
  - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **This request is a continuation of the unfunded FY10 budget request.**



**AGENCY: Idaho State University**  
 FUNCTION: General Education  
 ACTIVITY: G. One-Time Projects

Agency No.: 513  
 Function No.: 1000  
 Activity No.:

FY 2011 Request  
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A: Decision Unit No: <b>12</b>		Title: <b>Library Materials &amp; Resources</b>			Priority Ranking 2 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1.					
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:	564,000				564,000
1. To address backlog in unprocured serials backfiles and monographs to support research mission					
TOTAL CAPITAL OUTLAY:	564,000				564,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>564,000</b>				<b>564,000</b>

**How connected to institution/agency and Board strategic plans:**

The library provides the information resources that support the instruction and research missions of Idaho State University and, by extension, the Board's strategic plan. This request is consistent with the current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

**Description:**

This line item budget request is to fund a backlog of serials backfiles and research monographs purchases that ISU’s Oboler Library has built up over the past three years due to reallocations to cover unfunded serials inflationary increases. This requested amount represents four years of inflationary increases in the information resources budget (books, journals, databases). The inflation requests for the last three years were funded as follows:

Year	Base Budget	Inflation Received
2007	\$2,392,864	0.00
2008	\$2,392,864	\$159,800 (one-time)
2009	\$2,392,864	\$165,000 (one-time)
2010	\$2,392,864	Unfunded/0.00

In responding to both increasing serials costs due to inflation as well as state-mandated budget reductions, ISU’s Oboler Library has had to temporarily suspend the purchase of serials backfiles and monographs which are vital to the support of the institution’s research mission. This request for one-time funding will allow the library to address the purchasing backlog in these areas and bring our serials backfiles and monographs back up to date.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

**The ISU Oboler Library is requesting \$564,000 to cover one-time purchases of serials backfiles and research monographs, as described above.**

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **NA**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
  - c. List any additional operating funds and capital items needed.

**Capital funds for library materials are the only funds needed.**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

**See above; request is for one-time capital outlay funds.**

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

**This request serves the students, faculty, and staff of Idaho State University as well as the citizens of Idaho through interlibrary loan. If this request is not funded, the library will be unable to maintain the currency of its serials and monograph resources.**

**If this request is not funded, faculty and student research and instruction will be adversely affected in all areas.**

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

**This request was part of the FY 2010 budget request but was not funded.**

**AGENCY: Idaho State University**  
 FUNCTION: General Education  
 ACTIVITY:G. One-time Projects

Agency No.: 513  
 Function No.: 1000  
 Activity No.:

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A: Decision Unit No: <b>12</b>		Title: <b>ERP Implementation Support</b>			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Materials and Supplies	533,200				533,200
TOTAL OPERATING EXPENDITURES:	533,200				533,200
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>533,200</b>				<b>533,200</b>

**How connected to institution/agency and Board strategic plans:**

The implementation of ISU's new Enterprise Resource Planning (ERP) system is proceeding on schedule, and is operating within budget. However, as the existing computer system is phased out, a number of related software services will also need to be replaced. The university has also identified a number of services that will ensure the functionality, reliability, and efficiency of the system as it is placed into operation. Those items are enumerated in the description below. This request is consistent with current ISU and SBOE strategic plans, as noted below:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

**Description:**

This request is for one-time appropriated funding to cover expenses related to ISU's implementation of our new Enterprise Resource Planning system. These items listed below will help to ensure the functionality, reliability, and efficiency of the ERP system as it has been planned to meet institutional needs well into the future. These expenses are detailed below:

Degree Audit	\$276,000
Software and consulting services to implement an on-line degree audit system to improve advising services and to improve the efficiency of degree certification efforts.	
Parking Software	\$62,000
Replaces the existing legacy application with a new software system that is fully integrated with the ERP system.	
Load Testing Services	\$50,000
Consulting services to test the capacity of the new ERP system to manage the expected load, and to tune the system for greater efficiency.	
Application Development Software	\$50,000
Software that will be used to migrate existing auxiliary applications from the legacy platform to the new hardware environment	
SAN upgrade	\$61,400
An increase in the storage capacity of the Storage Area Network (SAN) used to store institutional data	
Backup System upgrade	\$33,800
An increase in the storage capacity of the backup system used to protect institutional data	
TOTAL	\$533,200

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for one-time appropriated funds; core functions/needs of the larger ERP implementation are being met as planned and previously approved by the SBOE.**
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **None.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
  - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a

description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above.**

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **An effective campus wide information system is the foundation upon which effective institutional planning and operations rest. The purpose of the ERP project is to bring all financial services, human resources/payroll, and student information together in an integrated, secure, and user friendly environment. Examples of new features will include, but are not limited to:**

**Students: pay tuition and fees online, apply for financial aid**

**Faculty: submit grades, assist students on matters such as changing majors**

**Staff & Faculty: track expenses in one location, enter purchase orders**

**These services, as well as many other university services, will be integrated through a new university portal, which will provide a single point of access for university computer services. When the ERP system is in full operation, we expect to experience significantly improved services for faculty, staff, and students. One of the significant goals of the project is to provide greater access to information for faculty and staff and to improve the efficiency of operation of the university.**

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **This is a new request for one-time appropriated funding.**

**AGENCY: University of Idaho**  
 FUNCTION: General Education  
 ACTIVITY:

Agency No.: 514  
 Function No.: 01  
 Activity No.:

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<b>Research Compliance &amp; Safety</b>					
A: Decision Unit No: <b>12.04</b>		Title: <b>Support</b>		Priority Ranking 4 of 8	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	304,092				304,092
2. Benefits	122,102				122,102
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	426,194				426,194
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Support Materials & Maintenance	18,000				18,000
2. Office Operations	18,000				18,000
3. Travel	8,000				8,000
4. Software Modules (2)	30,000				30,000
5. Training Service & Materials	52,000				52,000
6. Hazardous & Radioactive Material Disposal	34,000				34,000
TOTAL OPERATING EXPENDITURES:	160,000				160,000
CAPITAL OUTLAY <b>by summary object:</b>					
1. Vehicle	25,000				25,000
2.					
3.					
TOTAL CAPITAL OUTLAY:	25,000				25,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>611,194</b>				<b>611,194</b>

**How connected to institution/agency and Board strategic plans:**

Board Goal I, 7: Support and enhance the state’s infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the INL at CAES.

Board Goal I, 8: Foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.

UI Goal 2, A 6: Establish, renew, remodel, and reallocate facilities that encourage collaborative interdisciplinary inquiry and provide access to information resources and innovative technologies.

UI Goal 2, B 4: Allocate physical and financial resources for operation, maintenance, safety, and security of technical infrastructure facilities.

UI Goal 4, A 2: Ensure that the University is a safe work and educational environment for its employees and students through proper training and monitoring.

UI Goal 4, B 3: Employ best practices and distribute authority-responsibility-accountability to efficiently and effectively manage the people, programs, and places of the University.

This request will provide the needed increases to compliance and safety services in support of the research mission at UI. These programs are critical to UI's research mission.

Federal regulations govern our use of animals, human subjects and biohazard materials we use in the course of achieving our teaching and research goals. The regulations are stringent and the penalties for non-compliance significant. In 2007, there was an audit finding that required we hire a compliance officer to monitor these activities. Additionally a benchmark analysis of Research Compliance Office staff size in July of 2006 with comparable Universities indicates a significant gap between staff size at UI and other Universities (see attached analysis). A compliance officer has been hired using internal temporary funds with the understanding that a permanently funded, compliance unit was necessary. The compliance unit is responsible for developing policies to insure adherence to the plethora of compliance regulations we as an institution are bound by. The impact of not funding this activity could be unsafe practices resulting in injury or damage to employees, students or facilities; fines and penalties as well as loss of federal grant funding.

A strong compliance and safety function will serve UI research by establishing clear compliance and safety policies, procedures and processes, train faculty, staff, and students, and monitor efforts. To this end, UI is requesting permanent funding for the Research Compliance Unit, Sponsored Project Trainer, and Lab Safety programs.

Performance Measures: Reduction in deficiencies or violations noted by federal agency inspections involving animals, human subjects, and biohazard materials. Reduction in DEQ and DBS violations involving hazardous materials. Maintenance of Nuclear Regulatory Commission (NRC) license for radioactive materials use. Reduction and severity of injuries involving labs, hazardous or radioactive materials. Time to analyze and correct lead, asbestos, and mold issues associated with University facilities.



**Description:**

UI is a Research Extensive university and is part of Idaho's infrastructure and capacity for advanced energy studies. The ability to provide adequate compliance, safety support services, training, monitoring, and enforcement is critical to UI's research success. This request will add four positions to UI's Research Office and two positions to UI's Environmental Health and Safety office in support of academic, research, and facility maintenance needs. The needed training support program service and materials will improve availability and timeliness of training provided to UI's staff and faculty while minimizing risk and costs. The critical need to safely remove, store, and dispose of hazardous and radioactive wastes is also addressed in this request. Disposal costs continue to rise along with the amount and number of hazardous substances used on the various UI locations.

This request will specifically provide for:

Research Compliance Unit

- Chief Compliance Officer, NFE3, Full-time benefit eligible, salary \$87,000 benefits \$28,885. This position was filled November 2008, funded through temporary reallocations and is anticipated to continue for the foreseeable future.
- Compliance Auditor, NFE2, Full-time benefit eligible, salary \$50,000, benefits \$20,190. This is a new hire, and upon approval would start recruitment to target a hire date in line with availability of funding. This position would provide federally mandated post approval monitoring of compliance activity.
- Administrative Assistant 2, Pay grade G, Full-time, benefit eligible, salary \$32,072, benefits \$15,977. We have an immediate need to temporarily redirect funds for administrative support to the current compliance officer and oversight committees. To that end are prepared to temporarily reassign other centrally allocated URO administrative support funds to hire an AA2 effective July 2009. However, a permanent salary is being requested from the State to support the work of this unit. The borrowed funds would otherwise support an equally important support staff for the Office of Sponsored Programs.
- Administrative Supplements, in the amount of \$20,000 plus benefits at \$4,700 are requested to support faculty administrative supplements while serving as compliance committee chairs. Rate will vary by appointment, estimated at \$7,000 - 10,000 per chair per year.
- Operating Funds, in the amount of \$50,000 per year are requested to fund basic unit operations, necessary travel, and purchase access to two database modules for tracking and recording the protocols associated with animal care and use and human subjects protection.

Sponsored Project Trainer

- Trainer, NFE2, Full-time benefit eligible, salary \$50,000, benefits \$20,190. This is a new hire, and upon approval would start recruitment to target a hire date in line with availability of funding. This position will develop on-line and face-to-face training modules as well as deliver training and provide information delivery training to content experts.
- Operating Funds, in the amount of \$13,000 per year are requested to fund basic operations, material development costs and limited statewide travel for delivery of

specialized courses when most appropriate and for required monitoring and facility reviews.

#### Laboratory Safety Program

- Lab Safety Technician, Full-time, benefit eligible, salary \$32,510, benefits \$16,080, training & support \$3,000 annually.
- Hazardous Waste Technician, Full-time, benefit eligible, salary \$32,510, benefits \$16,080, training & support \$3,000 annually.
- On-line safety training service \$42,000 annually.
- Emergency spill response equipment maintenance and certifications \$5,000 annually.
- Mold, lead, & asbestos abatement training & certifications \$10,000 annually.
- Hazardous & radioactive waste disposal \$34,000 annually.
- Vehicle to pick-up wastes for storage and disposal \$25,000 one time.

<b>Compliance Office Staff Benchmark FTE Data for July, 2006</b>			
<b>University</b>	<b>R&amp;D Expenditures FY 2006</b>	<b>Ranking by R&amp;D Expenditures FY 2006</b>	<b>Compliance Office Staff FTE's (2006)</b>
University of Idaho	86,863,000	96	1.5
Kansas State University	123,746,000	80	3.0
Mississippi State University	189,917,000	59	12.0
Oklahoma State University	100,323,000	90	6.0
Auburn University	127,522,000	78	4.0

**AGENCY:** University of Idaho  
**FUNCTION:** General Education  
**ACTIVITY:**

Agency No.: 514  
 Function No.: 01  
 Activity No.:

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A: Decision Unit No: <b>12.06</b>		Title: <b>Third-Year Law Program in Boise</b>			Priority Ranking 6 of 7
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	4.0				4.0
<b>PERSONNEL COSTS:</b>					
1. Salaries	285,000				285,000
2. Benefits	100,735				100,735
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>385,735</b>				<b>385,735</b>
<b>OPERATING EXPENDITURES by summary object:</b>					
1. Supplies	100,000				100,000
2. Maintenance costs					
3. Services					
4. Other					
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>100,000</b>				<b>100,000</b>
<b>CAPITAL OUTLAY by summary object:</b>					
1. Law library books and technology	315,000				315,000
2. Office equipment	100,000				100,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>415,000</b>				<b>415,000</b>
<b>T/B PAYMENTS:</b>					
<b>LUMP SUM:</b>					
<b>GRAND TOTAL</b>	<b>900,735</b>				<b>900,735</b>

**How connected to institution/agency and Board strategic plans:**

**Board Plan 2010-2014 (Note: In August, 2008, the Board approved the establishment of a third-year law program in Boise by the University of Idaho.)**

Goal I – Quality      A third-year law program in Boise will enable the College of Law to attract a more competitive student body and to deepen the curriculum, especially in the areas of business and commercial law. The program will complement and strengthen the College in Moscow.

**Goal II – Access** The third-year program in Boise will enable law students from southern Idaho to receive at least part of their legal education at lower cost, with less borrowing, due to enhanced opportunities to earn income while studying and with more income opportunities for spouses/partners.

**Goal III—Efficiency** The third-year program will be part of an integrated statewide curriculum taking advantage of specialized teaching and externship resources in Boise that could not be replicated, except at much higher cost, in Moscow.

**Performance Measures:** Requests by existing law students to participate in Boise program, and yield rate on offers of admission to future first-year students after third-year program is operational.

**Agency Plan (University of Idaho Strategic Plan 2005-2010)**

**Goal I – Teaching and Learning** The third-year law program in Boise will significantly improve the College’s curriculum in business and commercial law, while also providing enhanced clinical (practical skills) opportunities for students.

**Goal II – Scholarship** The third-year program will attract faculty whose research can be enriched by interaction with the bar, judiciary, and other branches of state government, as well as the federal government, in the Boise area.

**Goal III – Outreach, Engagement** Faculty in the third-year program at Boise can provide consultative and continuing legal education assistance to state, federal, and local agencies, and to the judiciary, as well as to the legal profession in the state capital and across southern Idaho. Students will be able to serve the community through the College’s clinical and pro bono service programs.

**Goal IV – Org. Culture & Climate** The third-year program in a metropolitan area will enhance multicultural opportunities for students, will aid in recruiting for diversity, and will enhance student morale by connecting the College more firmly to Idaho’s principal center of government, commerce, and population.

**Description:**

This decision unit will allow the University of Idaho to fulfill its Board-assigned statewide mission more fully by providing a full third-year curriculum in Boise. It also will advanced Board-approved collaboration by the College of Law with the Idaho Supreme Court in developing an Idaho Law Learning Center that makes more efficient use of the Idaho State Law Library, provides legal education, provides cooperation with other branches and government, and provides law-related education to the general public.

Idaho’s legal education needs currently are under-served, as evidenced by: (1) Idaho population has doubled since the College’s current facility was constructed in 1972-73, and both civil and criminal caseloads In the courts have increased substantially (criminal cases

quadrupling); yet the law instructional program is approximately the same size in student enrollment as it was then. (2) Idaho has become a net importer of lawyers, most of whom arrive with higher education debts that must be paid, directly or indirectly, by Idaho private and public legal services employers; indeed, approximately 70% of new lawyers enter Idaho practice from out-of-state. (3) Idaho’s population will increase in the future, and Idaho businesses will require increasing sophistication and specialization of legal services, creating more demand for cost-effectively trained lawyers for Idaho. (4) The law degree (Juris Doctor) is increasingly a degree of choice for fields other than the traditional practice of law, such as business administration, human resources management, social services, teaching and administration at college and university levels in law and law-related fields, the military, and other fields where careers are enhanced by the J.D. degree. Indeed, this is why national demand for legal education is rising even as the economy has slowed since mid-2008. (5) Employer’s demand for University of Idaho law graduates is strong; approximately 98% of those seeking employment are employed within six months of graduation (allowing time to take the bar examination). (6) Cost-effective public legal education is essential to keeping legal services accessible for Idahoans of moderate means, and to provide legal expertise to start-up businesses, small communities, nonprofit entities, and the public sector in Idaho.

**Questions:**

1. What is being requested and why? *See description above. This program has been approved by the State Board and was the subject of an appropriation request by the State Board in FY 09. What is the agency staffing level for this activity and how much funding by source is in the base? Staff support for the third-year law program in Boise, other than the positions listed below, will be provided by existing personnel at the College of Law in Moscow.*
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

<u>Position Title</u>	<u>FTE</u>	<u>Benefits</u>	<u>Date(s) of Hire</u>
<i>Faculty tenure-track</i>	<i>2.0</i>	<i>Y</i>	<i>15 Aug 10 or later in FY 11</i>
<i>Faculty non-tenure-track</i>	<i>.5</i>	<i>Y</i>	<i>15 Aug 10</i>
<i>Admin staff/faculty support</i>	<i>1.0</i>	<i>Y</i>	<i>1 Jul 10</i>
<i>Law library staff</i>	<i>.5</i>	<i>Y</i>	<i>1 Jul 10</i>

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. *N/A*
  - c. List any additional operating funds and capital items needed. *The Idaho Supreme Court is submitting a request relating to the Idaho Permanent Building Fund for a shared facility (Idaho Law Learning Center). The third-year law program could start in phases, if necessary, elsewhere in Boise while awaiting availability of this facility.*
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. *In years beyond FY 11, gradual growth of College of Law enrollment due to availability of the third-year program in Boise will enhance fee revenues to support further development of the program.*

4. Who is being served by this request and what are the expected impacts of the funding requested? *Please see above description.* If this request is not funded who and what are impacted? *If this request is not funded, a time-limited opportunity to collaborate with the Idaho Supreme Court may be lost, and the legal education vacuum in the state capital may be filled by another institution at higher cost to students and to the students' eventual employers.*
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. This was requested in FY 2010.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**AGENCY: University of Idaho**  
 FUNCTION: General Education  
 ACTIVITY:

Agency No.: 514  
 Function No.: 01  
 Activity No.:

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A: Decision Unit No: <b>12.08</b>		Title: <b>Northern Idaho Faculty Positions</b>			Priority Ranking 8 of 8
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	210,000				210,000
2. Benefits	74,670				74,670
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>284,670</b>				<b>284,670</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Supplies	25,000				25,000
2. Maintenance Costs					
3. Services					
4. Other	0				0
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>0</b>				<b>0</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. Capital Equipment	0				0
<b>TOTAL CAPITAL OUTLAY:</b>	<b>0</b>				<b>0</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>309,670</b>				<b>309,670</b>

**How connected to institution/agency and Board strategic plans:**

This request supports Goal 1.3, as stated in the State Board of Education’s Strategic Plan for 2009-2013, “to increase the availability of highly qualified teachers, especially in high need areas” and Goal #1.8, “to foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.”

This request also addresses the goals in the University of Idaho’s Strategic Action Plan and the University of Idaho Northern Idaho plan as follows:

**Teaching and Learning** – These three positions will provide students with engaged learning experiences that promote excellence in professional preparation. The programs supported include teacher education with an emphasis in expansion of science and mathematics teacher preparation as well as educational leadership. These

programs in northern Idaho are community-based and represent the melding of teaching, learning, and outreach in an evidence-based environment.

**Scholarly and Creative Activity** – This request will help the University promote an environment that increases faculty engagement in interdisciplinary scholarship and emphasizes scholarly and creative activities that support the University’s strategic themes.

**Outreach and Engagement** – These positions will allow the university to increase its efforts in outreach with the northern Idaho communities and schools, particularly in areas identified by school administrators such as science and mathematics education.

**Performance Measure:** Number of Idaho teachers who are certified each year by specialty. Publications, grants and outreach materials provided in education and water quality.

### **Description:**

This decision unit will allow the UI to support hiring faculty to support a set of initiatives aimed at increasing our ability to serve Northern Idaho in critical areas and to provide the state of Idaho with increased numbers of professionals in high need areas. The impact of this will be immediate and substantive, bringing improved higher education opportunities to the Northern Idaho Panhandle. Consistent with the vision and strategic action plan of the University of Idaho and the SBOE, the decision unit allows development of programs in the following key areas:

**Teacher Preparation:** This hire will allow the UI to increase its services in critical areas of science education and mathematics education in northern Idaho. The development of the position is responsive to the demands of the profession as articulated by the school administrators in the region. These positions will be able to address both the credentialing of new teachers as well as the professional development of current teachers in these critical areas.

**Educational Leadership:** The educational leadership faculty position requested herein allows the UI to provide focused programs for the certification of school administrators in the northern Idaho region. Our graduate education program in educational leadership has, through innovations in delivery, substantially increased enrollments in the region and this position is important in meeting that demand.

**Water Quality.** The University of Idaho has been a leader in the area of water quality and the easy access to the abundant lakes and rivers in Northern Idaho provide an excellent laboratory for these endeavors. In addition, the UI-CDA center is located on the Spokane River adjacent to the CDA Waste Treatment Center and provides an excellent opportunity to develop these programs in cooperation with local and public groups. The proposed position in water quality/environmental science will allow the UI to continue to build partnerships to provide education, research and outreach in water quality. The position will also be a strong contributor to the teacher education program described above.

### **Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **See description above.**
2. What resources are necessary to implement this request?



- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See description above.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **No Impact at this time.**
  - c. List any additional operating funds and capital items needed. **Operating funds are needed to provide start-up and ongoing operational support for the programs.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See description above.**
  4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **This will serve students seeking advanced degrees in northern Idaho and provide access to programs close to home. Graduates of these programs will serve a growing need for professionals in education. The program also offers some unique scholarship and outreach in water quality which will play a major role in advancing the economic development of the region. Failure to fund these programs will decrease the opportunity for access to programs in northern Idaho.**
  5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **These same requests were made in FY09 and 10 and were not funded.**

**AGENCY: Lewis-Clark State College**

Agency No.: 511

FY 2011 Request

FUNCTION:

Function No.:

Page \_\_\_ of \_\_\_ Pages

ACTIVITY: Program Enhancements

Activity No.:

Original Submission X or

Revision No. \_\_\_

A: Decision Unit No: <b>12.02</b>		Title: Program Enhancements			Priority Ranking 2 of 2
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	347,000				347,000
2. Benefits	121,500				121,500
3. Group Position Funding					
<b>TOTAL PERSONNEL COSTS:</b>	<b>468,500</b>				<b>468,500</b>
OPERATING EXPENDITURES <b>by summary object:</b>					
1. Instructional Materials	12,000				12,000
2. Supplies	20,500				20,500
3. Program Expense	11,000				11,000
<b>TOTAL OPERATING EXPENDITURES:</b>	<b>43,500</b>				<b>43,500</b>
CAPITAL OUTLAY <b>by summary object:</b>					
1. Computers/Office Setup	30,000				30,000
2. Instructional Computers/Technology	35,000				35,000
<b>TOTAL CAPITAL OUTLAY:</b>	<b>65,000</b>				<b>65,000</b>
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>577,000</b>				<b>577,000</b>

**How connected to institution/agency and Board strategic plans:**

Idaho Sate Board of Education Strategic Plan 2010-2014

Idaho State Board of Education Mission and Goal Statement for Lewis-Clark State College

**Description:**

Strategic Plan 2010-2014

- Goal: Quality – Set policy and advocate for continuous improvement of the quality of Idaho’s educational system.
  - Objective 2. Increase the availability of highly qualified teachers, especially in high need areas.

- Goal: Access - Set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system.

**Mission and Goal Statement for Lewis-Clark State College**

- In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, teacher preparation, and professional-technical education.
- The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.
- Other assigned emphasis areas are the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.

The Pathways to Alternate Certification and Endorsement (PACE) Programs address all three goals by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies.

The Natural Sciences Division provides required courses for the Bachelor of Science in Nursing, the Associate of Science in Radiologic Technology, and the Bachelor of Science in Medical Diagnostic Imaging degrees.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding is requested to support personnel, OE and CO needs for expanding the Elementary and Secondary PACE programs and required course offering by the Division of Natural Sciences and Mathematics. PACE is a nationally recognized, unique, alternative certification program that meets the needs of individuals and school districts throughout the state, particularly as districts struggle to meet the requirements for highly qualified teachers as specified in the No Child Left Behind legislation.

This proposal serves the pre-Nursing, pre-Radiographic Technician and pre-Dental Hygiene programs at Lewis-Clark State College. These programs are currently experiencing rapid growth with the infusion of new resources and the new Nursing & Health Science facility. These positions will allow us to accommodate the increased enrollments in these programs by offering needed capacity in critical allied health courses including: Anatomy (BIOL 252), Physiology (BIOL 253), Microbiology (BIOL 250), General/Organic/Biochemistry for Health Sciences (CHEM 105), Nursing Genetics (ID 307) and Pathophysiology (BIOL 312).

The Assistant Professor of Biology position represents much needed new capacity for programs both in the Health Sciences and in Natural Science. The Associate Professor of Biology has been funded on the NIH-INBRE grant for the past four years and the incumbent faculty member currently delivers key pre-nursing courses as well as online General Education Core laboratory science which serves rural students located at distant sites. This grant funding expires in April 30, 2009 and retention of this position is necessary.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Assistant Professors (4): \$45,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2010; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Association Professors (1): \$48,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2010; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Instructional Technician (1): \$32,000 + fringe & health insurance; support students in a distance learning technology environment

Adjunct Faculty: \$89,000, no benefits; to teach summer credits as needed for the PACE Teacher Education Programs

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None
- c. List any additional operating funds and capital items needed.

Operating funds: instructional materials, supplies, direct program expenses

Capital: computers and office setup; instructional computers

- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

On-going general funds

- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The PACE Programs currently serve 177 candidates, 85 in elementary education, 89 in secondary education, and 3 in Special Education in rural and remote districts throughout the state. If this request is not funded, we will not be able to expand the programs which will limit access.

The Biology positions will allow us to increase by 75 the number of pre-Nursing and other allied health students served. If this request is not funded, we will not be able to expand the course offerings in support of Nursing and other allied health programs.

- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

NA -This request was included in FY2010 budget request

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

REQUEST BY DECISION UNIT  
 AGENCY: North Idaho College  
 FUNCTION: Community College  
 ACTIVITY: Physical Therapist Asst. Program

Agency No.: 120601  
 Function No.:  
 Activity No.:

FY 2011 Request  
 Page \_\_\_ of \_\_\_ Pages  
 Original Submission X or Revision No. \_\_\_

A: Decision Unit No: 12.02		Descriptive Title: Physical Therapist Asst. F Agency Priority Ranking 2 of 2			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.50				
PERSONNEL COSTS:					
1. Salaries	85,000				85,000
2. Benefits	25,500				25,500
3. Group Position Funding					0
TOTAL PERSONNEL COSTS:	110,500	0	0	0	110,500
OPERATING EXPENDITURES by summary object:					
1. Travel	500				500
2. Staff Development	2,000				2,000
3. Supplies	5,000				5,000
4. Maintenance/Repair	14,000				14,000
5. Other	5,200				5,200
TOTAL OPERATING EXPENDITURES:	26,700	0	0	0	26,700
CAPITAL OUTLAY by summary object:					
1. Renovation of Space	77,800				77,800
2. Therapy Stations	25,000				25,000
3. Various Equipment	10,000				10,000
TOTAL CAPITAL OUTLAY:	112,800	0	0	0	112,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	250,000	0	0	0	250,000

Research indicates there is a strong demand for assistants and employment opportunities appear far more abundant than that expected for hygienists and dental assistants. The Rural Health Consortium has expressed interest in supporting NIC's efforts to start a Physical Therapist Assistant (PTA) program and may be willing to assist the college in several ways (personnel, equipment, etc.).

Initial start up costs for a Physical Therapist Assistant program would be approximately \$250,000 to cover personnel and equipment.

Under the plan to begin a Physical Therapist Assistant program, our goal is that North Idaho College (NIC) would act as the lead agency/program for a three college consortium with the College of Southern Idaho (CSI) and the College of Western Idaho (CWI). NIC would employ the lead instructor/director of the program. This lead instructor would instruct from Coeur d'Alene, but deliver via Interactive Video Class (IVC) or the internet to CSI and CWI. In the second year of the program, our goal is that NIC, CSI and CWI would each hire clinical coordinators to work with program students within their home areas and in local clinic sites.

Under this approach, there would essentially be one program (and therefore one accreditation process) delivered in three sites. The colleges would share the costs of running the program and the burden of completing the rigorous accreditation process. The state would also benefit from the increase employment pool of well trained candidates.

**AGENCY: College of Western Idaho**

Agency No.: 501

FY 2011 Request

FUNCTION:

Function No.: 02

Page \_\_\_ of \_\_\_ Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No. \_\_\_

A: Decision Unit No: <b>12.03</b>		Title: <b>Critical Need - Enrollment Growth</b>			Priority Ranking 3 of 3
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$ 1,086,000				\$ 1,086,000
2.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>\$ 1,086,000</b>				<b>\$ 1,086,000</b>

**How connected to institution/agency and Board strategic plans:**

This request is connected to the College of Western Idaho (CWI) strategic plan's goals as follows:

Goal 2: CWI attracts and retains students through quality teaching, accessible and affordable programs and responsive approach.

Goal 4: CWI provides quality services to all learners to enhance community vitality, employability and personal achievement.

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

Having sufficient funding per academic FTE will allow CWI to achieve these several goals.

**Description:**

This request is being submitted to allow CWI to be funded at the same amount per academic full time equivalent (FTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI). This amount is approx. \$3,611, based upon the FY 2009 General Fund appropriation to those institutions.

Using this per-academic FTE amount, the FY 2010 state General Fund appropriation to CWI would support 1,270 FTE. The projected CWI FTE for 2010 is 1,428, a gap of 158. For FY 2011, assuming a 10% increase in credit hours, the CWI academic FTE would be 1,571, which is 301 over the 'base' of 1,270. Multiplying 301 by \$3,611 equals \$1,085,959, which is requested (rounded).

This request is for FY 2011, which will be the second full academic year of operation for CWI. As such, enrollment projections have been made absent substantial history. This request assumes that FY 2010 academic FTE will increase by 10% for FY 2011. One FTE is equal to 30 credit hours being generated for Fall and Spring semesters combined (15 per semester).

At the time of this request (late May, 2009), CWI only has one semester of enrollment experience; fall 2009 (FY 2010) enrollment will not be known until after September 2009. Although CWI did not request enrollment growth funds for FY 2010, if fall enrollment growth is substantial, the College may consider making a Supplemental Appropriation request in late September 2009. That amount would be approximately \$570,000, if Fall enrollment occurs as projected.

This request is not part of the FY 2011 Enrollment Workload Adjustment (EWA) decision unit (within the Maintenance of Current Operations (MCO) area), because CWI does not have the enrollment history needed for the 3-year rolling average required for the EWA calculation.

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CWI requests additional support for enrollment growth in FY 2011.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
  - c. List any additional operating funds and capital items needed.

If this request is appropriated, the College Trustees will determine where the additional resources are to be focused in Operating expenditures, as determined by enrollment circumstances.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Ongoing general funds are being requested.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Additional students will be served with this request. Not funding this request may result in larger classes due to unavailability of additional classroom space, or increased tuition rates.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This item was not requested in the FY 2010 budget request because at that time CWI only had one semester's worth of enrollment experience (Spring 2009).



**AGENCY: Special Programs**  
 FUNCTION: Idaho Geological Survey  
 ACTIVITY:

Agency No.: 516  
 Function No.: 02  
 Activity No.:

FY 2011 Request  
 Page 1 of 2 Pages  
 Original Submission X or  
 Revision No. \_\_\_\_

A: Decision Unit No: <b>12.01</b>		Title: <b>Critical Mission Capability</b>			Priority Ranking <b>1 of 2</b>
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES					
1. Travel for research and outreach	25,000				25,000
2. Maintenance of Web site for delivery of geologic information	5,000				5,000
3. Office operations	25,000				25,000
TOTAL OPERATING EXPENDITURES:	55,000				55,000
CAPITAL OUTLAY <b>by summary object:</b>					
TOTAL CAPITAL OUTLAY:	0.00				0.00
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>55,000</b>				<b>55,000</b>

**How connected to institution/agency and Board strategic plans:**

**Goals: Access and Quality.**

Meet mission to study and communicate geologic hazards (earthquakes, landslides, etc.) for safety and to mitigate loss of lives and property in Idaho.

Conduct and enhance the state's benefits and outcomes from field research from the Idaho Geological Survey's main office in Moscow and branch offices in Boise and Pocatello.

Invest in research and outreach as a means of contributing to learning and the land-grant responsibilities of the University.

Provide high quality current geologic information for application, and integration to address issues of importance to the citizens, government, economy, and the environment in the state of Idaho.

Sustain operation of mission critical programs for growing demand of digital and GIS compatible geologic information (energy resources, geologic mapping, hydrogeology, mines and minerals, and geologic hazards) that encompass cultural, economic, legal, scientific, policy, environmental decisions for government, decision makers, industry, and citizens.

**Description:**

Fund the mission capability of IGS to respond to Idaho's growing demand for geologic information. Operation expenses to support the continued state benefits and outcomes from the Idaho Geological Survey's main office in Moscow and branch offices in Boise and Pocatello are a top priority. Office and travel expenses for agency state-mission applied research and delivery of geologic information (geology for growth corridors, energy resources, highway routes, mining geology and mines, geologic hazards, groundwater protection, and aquifer modeling) is a necessity. The Survey's Web site has become the primary delivery system for all geologic information produced and provided by the Survey. Client demand for Internet products and information is outpacing the current configuration of the Survey's Web site and part of the requested funds includes required web site maintenance.

**Performance Measures:**

- Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources
- Cumulative percent of Idaho's area covered by modern geologic mapping
- Number of Website Products used
- Number of Published Reports on Geology/Hydrology/Hazards/Mineral Resources

## FY 2011 BUDGET REQUEST

Institution / Agency: SBOE Scholarships and Grants

Decision Unit / Line Item: 12.01

Category: New/Expanded Programs

(New / Expanded Programs, Operating Support, Maintenance / Infrastructure (Including Occupancy Costs), Salary Enhancements)

Title: Promise Category A Scholarship Programs

FTP:

Gen	\$250,000	Fed	\$	Ded/Other	\$	Total	\$250,000
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**The Robert R. Lee Promise Category A Scholarship** provides between 20-40 new scholarships each year to academic and professional-technical students. The award is \$3,000/year renewable up to four years for academic programs and for the term of the professional-technical program, up to three years. For the FY2010 year we were only able to award 22 new scholarships for the 2009-2010 academic year. The current state funding for the Promise Category A Scholarship is \$331,300, which allows for a maximum of 110 active participants at any one time. Idaho Code allows for a total of no greater than 400 and no more than 100 new awards a year. 189 new applicants met or exceeded the criteria to apply for the academic scholarship. The applicants were academically gifted with extremely high grade point averages, and very high national test scores. After awarding 17 scholarships, there were still 172 students with GPA's of 3.5 or higher and ACT scores of 28 or higher that were not offered scholarships. There were five offers made to qualifying professional-technical applicants for a total of 22 new Robert Lee Promise A scholarships. **\$250,000**

**AGENCY: Idaho State University**  
 FUNCTION: Idaho Museum of Natural History  
 ACTIVITY: G. One-time Projects

Agency No.: 513  
 Function No.: 3000  
 Activity No.:

FY 2011 Request  
 Page 1 of 3 Pages  
 Original Submission X or  
 Revision No.     

<b>Maintenance and Expansion of the Idaho Museum of Natural History</b>					
A: Decision Unit No: <b>12</b>		Title: <b>Idaho Museum of Natural History</b>		Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
2. Materials & Supplies					
TOTAL OPERATING EXPENDITURES					
CAPITAL OUTLAY by summary object:					
1. Collections management equipment and exhibit planning and preparation, related to IMNH accreditation	518,500				518,500
TOTAL CAPITAL OUTLAY:	518,500				518,500
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>518,500</b>				<b>518,500</b>

**How connected to institution/agency and Board strategic plans:**

The Idaho Museum of Natural History actively nurtures an understanding of and delight in Idaho’s natural and cultural heritage. As the official state museum of natural history, it acquires, preserves, studies, researches, interprets and displays natural and cultural objects for Idaho residents, visitors and the world’s community of students and scholars. The IMNH is the state’s official museum of natural history and a significant investment in its future is needed to support the mission of continuing to serving the state and caring for its extensive collections. IMNH efforts further the following goals, as articulated in both the ISU and SBOE current strategic plans:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

Goal 2 — Increase the University’s research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

**Description:**

The Idaho Museum of Natural History serves citizens of the State of Idaho through both the provision of educational resources and programming and research focused on understanding the role of humans and their natural surroundings. IMNH holds collections in three different areas – Anthropology, Earth Sciences, and Life Sciences – that cover the local natural and cultural heritage of Idaho and the Northern Intermountain West. Ensuring that the museum achieves reaccreditation in 2009 and its stated mission and goals will require that several collections management and curatorial positions be expanded or created. In addition, to think and act strategically, to conduct research, to acquire, to develop and to care for its collections the museum requires resources in a number of other key areas, including materials and supplies, travel, communications, and additional square footage.

The Idaho Museum of Natural History’s recent accreditation review suggested several areas that must be addressed to maintain the health and vitality of the Museum’s collections management and display capabilities. This line item budget request includes one-time capital outlay funding in the amount of \$518,500 to support IMNH in its efforts to continue collecting and preserving natural history specimens and related research documentation. The equipment and supplies listed are critical for appropriate storage and processing. Security is minimal, limited to simple key access. Remodeling the warehouse is important for the preservation and care of specimens. Irreplaceable specimens worth millions of dollars and the mission statement of the IMNH obligate us to take proper care of the collections. The capital outlay funding is detailed below.

**IMNH Capital Outlay/Capital Maintenance Requests**

— Surveillance Cameras, motion detectors, control panels, Key pads for motion detectors for museum galleries and collections areas. Key coded door locks for offices and galleries	\$25,000
— Earth Science Collection – 1700 specimen drawers — Anthropology, Earth Science and Registrar Melink Locking letter sized 4-drawyer fire files	\$102,000
10 cabinets	\$36,000
— Steel Fixture – specimen cabinets for Earth Science 10 cases with hinges mixed	\$60,200
— Mayline steel map cabinet	\$15,000
— Computer and software for cataloguing specimens In the herbarium and computer system updates in the IMNH	\$40,300
— Make structural changes to exhibit galleries	\$65,000
— Articulate and display several ice age animal specimens for gallery expansion including a dire wolf, bison, saber-tooth cat, ground sloth, mammoth, and an American Lion	\$150,000
— Upgraded equipment for environmental monitoring for all museum spaces	\$25,000
	<b>Total: \$518,5000</b>

**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **See above. The request is for one-time appropriations.**
2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
  - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
  - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **See above. Request is for \$518,500 in one-time funding.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **This is a new request for one-time appropriated funding.**

**AGENCY: Special Programs**

Agency No.: 516

FY 2011 Request

FUNCTION: Tech Help

Function No.: 08

Page 1 of 4 Pages

ACTIVITY:

Activity No.:

Original Submission X or

Revision No.     

Title: Product  
Innovation  
Outreach

A: Decision Unit No: <b>12.01</b>		Title: <b>Product Innovation Outreach</b>			Priority Ranking 1 of 1
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries			213,000		213,000
2. Benefits			37,300		37,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			250,300		250,300
OPERATING EXPENDITURES by <b>summary object:</b>					
1. Supplies & Materials				50,000	50,000
2. Professional Services				15,000	15,000
3. Travel				10,000	10,000
TOTAL OPERATING EXPENDITURES:				75,000	75,000
CAPITAL OUTLAY by <b>summary object:</b>					
1. Stereolithography Rapid Prototyping Equipment	200,000				200,000
TOTAL CAPITAL OUTLAY:	200,000				200,000
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>200,000</b>		<b>250,300</b>	<b>75,000</b>	<b>525,300</b>

**How connected to institution/agency and Board strategic plans:**

The Product Innovation Outreach Initiative will bridge the state’s higher education resources with the needs of the state’s manufacturing community to accelerate the development and launch of innovative products into the marketplace while, at the same time, creating real-world learning experiences for select students. The initiative will help to achieve the Idaho State Board of Education’s vision and mission of “a well-educated Idaho” that will “improve the quality of life and enhance global competitiveness.” In particular, the initiative will help to achieve the following goals of the Board’s strategic plan.

- Support and enhance the state's infrastructure and capacity for collaborative research efforts within and among Idaho public universities and colleges and between those institutions and various state, federal, NGO, and private entities.
- Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor.

**Description:**

TechHelp requests a one-time budget enhancement of \$200,000 to purchase a stereolithography (SLA) rapid prototyping instrument. An SLA machine uses computer designs to convert liquid plastic material into solid three-dimensional objects in a matter of hours with an ultraviolet laser. By turning ideas into parts, Idaho companies and inventors are able to produce and test a first part before having to invest in expensive tooling. In addition, the innovation process is accelerated by cutting the time for that first part from months to hours.

The SLA machine purchased with this one-time funding will replace similar, aging equipment that will exceed its usable lifetime in FY 2010. The current SLA machine was purchased six years ago with a federal grant and has already undergone considerable, expensive maintenance.

The SLA machine also provides valuable learning experience for BSU engineering students. TechHelp employs four BSU engineering students at the BSU New Product Development (NPD) Laboratory. Under the mentoring of TechHelp engineers and a College of Engineering faculty member, the students create digital designs to bring an inventor's concept to life. The digital design is then fed into the SLA machine to create the first part that the inventor or company can then use to test the real-world functionality of its concept.

The result is a win-win-win situation for the BSU engineering students, the state's economy, and BSU's role as a leader of the community. The students receive valuable learning experiences that are unavailable in the classroom. Students from the NPD Lab routinely have job offers upon graduation, often from companies with which they have worked. Idaho companies and inventors are able to speed the rate of innovation while at the same time lowering the cost of innovation significantly. The contributions of BSU to the community through the NPD Lab are widely recognized and valued by the community. Demand for services is keeping the BSU NPD Lab operating at full capacity and the BSU NPD Lab is often featured during legislative tours and in business publications.

As an example, the owner of Rekluse Motor Sports in Boise had an idea for an automatic motorcycle clutch that would overcome the design flaws of existing products. Working with TechHelp and the BSU NPD Lab, Rekluse was able to go from concept through development, testing and product launch in less than six months. Annual sales immediately exceeded \$1 million and continue to grow, and Rekluse hired one of the engineering students as its product development manager. Rekluse President Al Youngwerth said that "the successful development of the z-Start clutch is a testament to the value and quality of TechHelp's services. I can honestly say that without TechHelp, Rekluse Motor Sports and the z-Start clutch would not exist today."

In the last two years, the NPD Lab has conducted 138 projects for 72 companies. Those companies have reported \$2.18 million in sales, \$1.46 million in cost savings, and 27 jobs as direct results of their projects with the NPD Lab.

None of these results would have occurred without the SLA machine. Without replacement of the SLA machine, the design and prototyping services of the NPD Lab will likely be discontinued with the eventual failure of the current SLA machine.



**Questions:**

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

TechHelp requests a one-time budget enhancement of \$200,000 to purchase a stereolithography (SLA) rapid prototyping instrument. The SLA machine greatly reduces the time and cost of designing new products thereby benefiting the Boise and state economies. Moreover, the SLA machine creates the opportunity for BSU engineering students to be immersed in challenging product design projects that provide real-world learning experiences beyond the classroom.

TechHelp would continue to allocate two full-time engineers, one half-time technician, and four part-time engineering student employees to the NPD Lab. These positions are funded solely with grants and program income.

2. What resources are necessary to implement this request?
  - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions are necessary to implement this request.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

No existing human resources would be redirected to this effort. However, current human resources – two full-time engineers, one half-time technician, and four part-time engineering student employees – would be maintained.

- c. List any additional operating funds and capital items needed.

None.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Based on current funding levels, non-general funds would include \$250,300 from federal grants and \$75,000 from program income. These amounts assume federal grant funding and client demand continue at current levels. One federal grant was just renewed for the fourteenth consecutive year and the other will soon be renewed for another three-year period.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

In the last two years, the NPD Lab has conducted 138 projects for 72 Idaho companies. Those companies have reported \$2.18 million in sales, \$1.46 million in cost savings, and 27 jobs as direct results of their projects with the NPD Lab. With replacement of the SLA machine, these results will continue.

Without replacement of the SLA machine, the design and prototyping services of the NPD Lab will be discontinued with the eventual failure of the current SLA machine. At that time, the NPD would cease operation, all but one professional staff would be terminated and none of the client economic impacts would occur.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

The request is a high priority item now as the current SLA machine nears the end of its usable lifetime. The one high-priority, non-appropriated line item from the FY 2010 budget request is not requested again in FY 2011 because of the immediacy of the SLA machine.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**AGENCY: Idaho Public Television**  
 FUNCTION: Idaho Public Television  
 ACTIVITY:

Agency No.: 520  
 Function No.: 01  
 Activity No.:

FY 2011 Request  
 Page 1\_\_ of 4\_ Pages  
 Original Submission X or  
 Revision No. \_\_\_

A: Decision Unit No: 1		Title: <b>Idaho Experience</b>			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.00				3.00
PERSONNEL COSTS:					
1. Salaries	127,749				127,749
2. Benefits	55,397				55,397
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	183,146				183,146
OPERATING EXPENDITURES by summary object:					
1. Professional Services	55,000				55,000
2. Administrative Services	10,000				10,000
3. Travel Costs/Specific Use Supplies	34,500				34,500
TOTAL OPERATING EXPENDITURES:	100,400				100,400
CAPITAL OUTLAY by summary object:					
1. Computers (3) laptops	3,600				3,600
2. Vehicle	27,500				27,500
TOTAL CAPITAL OUTLAY:	31,100				31,100
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>314,646</b>				<b>314,646</b>

**How connected to institution/agency and Board strategic plans:**

Goal 1.1. The SBoE Goal 1 of Quality is to set policy and advocate for continuous improvement of the quality of Idaho’s educational system. IdahoPTV’s goal is to provide high quality television programming and new media content.

**Description:**

For the 2009 legislative session, both the State Board of Education and Governor Otter recommended funding for the Idaho Experience Line Item request. For the 2010 legislative session, this request was approved by the State Board of Education.

IdahoPTV is once again requesting funds and personnel to create a television multi-media series that would examine our state’s rich legacy of historical events. This on-going effort would have an extensive Web site component and be aligned with Idaho school curriculum. Similar to

the PBS program, THE AMERICAN EXPERIENCE, the series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

**Questions:**

1. What is being requested and why?

Idaho Public Television is committed to presenting Idaho historical stories in a way that preserves and enhances our heritage. Toward that end, we propose to produce two documentaries and related Web sites annually, in the tradition of PBS' AMERICAN EXPERIENCE or AMERICAN MASTERS, and to make them available to students, teachers and the Idaho public.

To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state, similar to what was accomplished with our program ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY.

That award-winning documentary was made possible through the persevering efforts of private individuals and corporations, who helped raise \$100,000 specifically for that project. The hour-long program has aired numerous times throughout the state. Enhanced DVDs have been sent to Idaho's public schools and the award-winning Web site is available to students and researchers alike. It is becoming the repository of information for that important period in Idaho's history.

Using ASSASSINATION as a template, each new documentary will be broadcast several times throughout the state, with unlimited off-air record rights for educational institutions. Enhanced DVDs and web-based media of the programs will be available to the Idaho Commission for Libraries for circulation to libraries throughout Idaho via interlibrary loan. The documentaries will be closed-captioned for the hearing impaired and a companion Web site will be developed to take the program beyond the television screen and enhance educational opportunities for Idaho's teachers and students.

Working together with the Idaho State Historical Society and Idaho's universities and colleges, we will help to conserve Idaho's heritage by preserving valuable, unique documents and artifacts that are presently stored in the partners' collections but are unusable because of their fragile condition.

Idaho Public Television believes this project will generate excitement to produce other Idaho Experience documentaries. In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort to beyond the two annual program topics.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Writer/Reporter/Producer, pay grade L, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Director/Videographer, pay grade J, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$34,299; benefited with benefit costs estimated at \$16,663, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The primary human resources that will be redirected are portions of time from the Executive Producer and Production Manager for oversight of the series. In addition, existing technical/engineering, promotional and administrative (primarily fiscal) personnel support. The series will utilize existing field camera equipment, studios, production control, and editing suites. A vehicle would be needed to ensure travel was possible.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications. A vehicle is listed to accommodate the travel that will be needed. This series will be filmed throughout Idaho and some limited out-of-state locations.

- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The population of Idaho would be impacted most. There are historical issues unique to Idaho that should be documented for a viewing audience. Idaho schools would be benefitted by the extensive Web site planned for this series and DVDs, web streaming, and

on-air programming would be distributed by IdahoPTV. Certain programs from this series may have regional and national broadcast potential.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**AGENCY: Idaho Public Television**  
 FUNCTION: Idaho Public Television  
 ACTIVITY:

Agency No.: 520  
 Function No.: 01  
 Activity No.:

FY 2011 Request  
 Page 1 of 3 Pages  
 Original Submission X or  
 Revision No.     

<b>Idaho Legislature Live/Multimedia</b>					
A: Decision Unit No: 2	Title: <b>Personnel</b>			Priority Ranking 1 of 1	
<b>DESCRIPTION</b>	<b>General</b>	<b>Dedicated</b>	<b>Federal</b>	<b>Other</b>	<b>Total</b>
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries	75,845				75,845
2. Benefits	34,924				34,924
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	110,769				110,769
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Computers (2) laptops	2,400				2,400
2. Office equipment	3,500				3,500
TOTAL CAPITAL OUTLAY:	5,900				5,900
T/B PAYMENTS:					
LUMP SUM:					
<b>GRAND TOTAL</b>	<b>116,689</b>				<b>116,689</b>

**How connected to institution/agency and Board strategic plans:**

Goal 1.3. The SBoE Goal 1 of Quality is to set policy and advocate for continuous improvement of the quality of Idaho’s educational system. IdahoPTV’s goal is to provide an increasing amount of channel hours of Idaho-specific educational and informational programming each year.

Goal 2.5. The SBoE Goal 2 of Access is to set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho’s educational system. IdahoPTV’s goal is to increase each year access to governmental and civics related educational services that will contribute to a well-informed population and increase the amount of available channel hours of Idaho civics-related programming.

**Description:**

As a result of S1491 (2006), IdahoPTV was directed to oversee (in partnership with Legislative Services and the Department of Administration), Idaho Legislature Live coverage on the Web and broadcast.

Idaho Legislature Live currently includes gavel-to-gavel coverage of the Idaho House, Senate and Joint Finance – Appropriations Committee (JFAC). Beginning with the 2010 Legislative Session, the coverage will move from the current Annex Building location back to the remodeled Idaho State Capitol.

Since its inception, IdahoPTV has self-funded entirely the operational costs required to provide Idaho Legislature Live coverage. This has included personnel costs and regular operating expenses.

IdahoPTV requests two positions to assist with this coverage and to be available to enhance our new media activities at times when Idaho Legislature Live is not active. We believe that it is only reasonable that the state assist with a portion of the operational costs for this service that benefits citizens statewide. IdahoPTV will continue to provide additional in-kind personnel and basic operating cost to enable Idaho Legislature Live coverage including production management, engineering maintenance, Web site management and information technology support. We cannot maintain the current level of service indefinitely.

When Idaho Legislature Live functions are not active, the requested positions will work on IdahoPTV new media initiatives including content creation and archiving of content.

**Questions:**

1. What is being requested and why?

For the first two years of coverage, no state funds were made available to cover the personnel costs associated with the Idaho Legislature Live coverage. These activities were funded with non-state resources. We request these funds to ensure sustainability of the Idaho Legislature Live initiative and to allow for the expansion of committee coverage.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.



PTV Digital Broadcast Systems Operator, pay grade I, full-time, classified, anticipated hire date July 1, 2010, salary cost estimated at \$29,120; benefited with benefit costs estimated at \$15,557, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

If funded, IdahoPTV will continue to redirect the efforts of the following personnel to this effort:

- Broadcast System Operator: To supervise the requested 2 positions.
- IT Systems Supervisor: To maintain current IT systems.
- Broadcast Maintenance Engineer: To maintain current camera systems.
- Production Manager: To supervise the project.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications.

- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire population of Idaho will benefit. Idaho Legislature Live is available via digital television and on the Web.

- 5. If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**SUBJECT**

FY11 Capital Budget Requests

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.c.

**BACKGROUND/DISCUSSION**

Capital projects are considered and recommended by the Permanent Building Fund Advisory Council (PBFAC). The capital projects request process is separate from the operating budget request process. The PBFAC (staffed by the Division of Public Works (DPW)), has several major areas of focus: new, renovated or remodeled projects; Americans with Disabilities Act (ADA) projects; asbestos abatement/removal, and building demolition. The State Board of Education reviews and prioritizes major capital projects (as defined by DPW) only, and the DPW staff determines priorities for the remaining areas, such as renovations/remodels.

Major capital projects approved by the State Board of Education are forwarded to the Permanent Building Fund Advisory Council, which reviews and prioritizes all capital projects statewide. The legislature appropriates funds to DPW specifically for major capital projects and makes available funding for renovation and repair and other projects statewide. The Governor also makes a recommendation regarding major capital projects to the legislature.

In the last few years the Board has chosen to not prioritize or recommend any capital facilities to the Permanent Building Fund, requesting that all funding efforts be directed primarily toward Alternation & Repairs, asbestos abatement, and other non-major capital items.

Institutions and agencies have prepared and submitted their FY 2011 capital budget requests to the Board office and DPW, as shown on Page 3.

**IMPACT**

Only Board-approved major capital projects can be forwarded to the PBFAC. The PBFAC, Governor and Legislature will then be informed of the Board's emphasis based upon the priorities indicated (if any), at the Board's discretion.

**ATTACHMENTS**

FY11 Major Capital Request Summary	Page 3
Capital Project Summaries for agencies & institutions	Page 5

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Projects listed on the following schedule have been prioritized by each institution or agency. Many of these projects were included in the FY 2010 institution request list. The legislature appropriated over \$20M in major capital projects for FY 2009 but \$6M in FY 2010.

The Board may recommend some or all of the projects to the Permanent Building Fund Advisory Council for consideration at its October 2009 meeting, or recommend no major capital funding for FY 2011 and have the PBFAC concentrate upon Alteration and Repair and other non-major projects. Previous discussions of the Board have concluded that a project's past ranking on any list should not influence future decisions about where that project should be ranked. Another option available to the Board is to recommend a portion of a project or projects, for planning and design in FY 2011.

**BOARD ACTION**

A motion to recommend to the Permanent Building Fund Advisory Council the major capital projects on page 3 for consideration in the FY 2011 budget process.

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

**OR**

A motion to forward, for information purposes only, the current list of major capital projects on page 3 to the Permanent Building Fund Advisory Council so it is aware of the ongoing needs of the institutions.

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

**OR**

A motion to recommend to the Permanent Building Fund Advisory Council the following major capital project(s), in priority order, for consideration in the FY 2011 budget process.

1. \_\_\_\_\_ <select from Tab 2, Page 3>
2. \_\_\_\_\_ “
3. \_\_\_\_\_ “
4. \_\_\_\_\_ “

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

**OR**

A motion to recommend no major capital funding for FY 2011 and have the Permanent Building Fund Advisory Council concentrate upon Alteration and Repair and other non-major projects.

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

**State Board of Education  
FY11 Major Capital Request Summary  
(\$ in 000's)**

Board Priority	Institution/Agency & Project	Detail Page	Total Project Cost		FY 2011 Request
			Perm. Building Fund	Total Funds	
1	<b>Boise State University</b>				
2	1 Business Building Renovation	5	500.0	500.0	500.0
3	2 Science Research Building - Planning and Design	9	30,500.0	62,000.0	500.0
4	<b>Idaho State University</b>				
5	1 Dental Residency Program Renovation, Meridian	13	1,000.0	1,500.0	1,000.0
6	2 Accelerator Chambers to manufacture medical isotopes	15	1,056.0	1,056.0	1,056.0
7	3 Pharmacy Practice Lab renovation	17	1,100.0	1,100.0	1,100.0
8	4 Renovate College of Education basement vacated by IPTV	19	1,100.0	1,100.0	1,100.0
9	5 Idaho Accelerator Center addition to house chemistry lab/offices	21	1,098.0	1,098.0	1,098.0
10	<b>University of Idaho</b>				
11	1 Science & New Technologies Laboratory/Interdisciplinary	27	15,000.0	49,400.0	5,000.0
12	2 Northern Idaho Education and Innovation Center	23	4,515.0	9,030.0	4,094.2
13	<b>Lewis-Clark State College</b>				
14	1 Upgrade Talkington Hall	33	1,000.0	1,000.0	1,000.0
15	2 Upgrade Administration Building- Phase I	35	700.0	1,100.0	700.0
16	<b>North Idaho College</b>				
17	1 Rathdrum Professional Technical Building	37	20,082.1	20,082.1	20,082.1
18	2 Meyer Health Building Addition	38	7,166.0	7,366.0	7,166.0
19	<b>Eastern Idaho Technical College</b>				
20	1 Construct parking lot for new Health Care Bldg	39	925.0	925.0	925.0
20	2 Expansion Health Care Building #6	40	3,100.0	3,100.0	3,100.0
21	<b>Total</b>		\$ 88,842.1	\$ 160,357.1	\$ 48,421.3

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**OFFICE OF THE STATE BOARD OF EDUCATION**

**SET A  
PROJECT SUMMARY**

**Project Title:** Planning and Design for Renovation and Renewal of Business Building  
Boise Campus

**Institution/Agency:** Boise State University

**Brief Description:** The existing Business Building is nearly forty years old and the College of Business and Economics will move to newly constructed facilities by the end of 2012, making a large portion of this facility available for other pressing campus needs. In order to effectively plan for these needs a variety of planning and programming activities are needed. These include – structural evaluation, systems renewal needs (HVAC, plumbing, elec, IT etc), energy efficiency improvements, space programming to determine best highest use for reassignment, and modernization of classroom and office space. These studies will form the basis for development of a comprehensive re-use and renovation strategy.

**Project Scope:** 45,500 NASF 70,000 GSF

**Estimated Total Cost:** \$500,000

**Date Approved by State Board of Education:** This is the first request for this project.

---

*Source of Construction Funds (by fund source and amount):*

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$500,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$500,000

**1. PROJECT DESCRIPTION AND JUSTIFICATION**

The Business Building is centrally located on the main quad of the Boise campus. While the facility needs significant renovation and renewal of systems, its central location make it a particularly important asset for the campus. A variety of reuse scenarios have been considered including consolidation of the College of SSPA or improvement of the existing facility for additional general assignment classrooms and faculty office space. These uses are consistent with the 2005 Campus Master Plan.

In order to effectively evaluate and plan for this reuse, detailed studies will need to be undertaken. These studies will include the space program evaluation to develop the most strategically valuable space reassignment strategy. Technical studies evaluating the buildings structure, especially as it relates to current code requirements and other structural improvements, are also needed. Building systems will need to be evaluated for needed renewal and/or replacement. Completion of these studies will allow realistic renovation scenarios and associated estimates for the project to be developed.

**2. PROJECT COMPONENTS**

The project will renovate for the aging facility for modern classroom and office use. The renovated building will support graduate and undergraduate academic programs in a variety of disciplines, and promote interdisciplinary research.

**3. ALTERNATIVES**

Renovation is the primary approach for the building. A range of project scopes can be developed in the study phase to determine the most cost effective approach. The building was recently surveyed as part of a campus-wide facility assessment; approximately \$5mil of building renewal needs were identified. This cost would preserve the building in its current outmoded condition; additional expenditures will be needed to make the facility useful for current instructional purposes.

Should needed structural improvements and other renovation costs approach the cost of new construction, the University would evaluate the efficacy of these costs as compared to demolition and possible future construction on the site.

**4. VACATED SPACES**

The reassignment of the space in this building would permit departments to vacate some space currently occupied in other campus buildings. These vacated spaces would be made available to meet other critical classroom and faculty office space needs of the other growing departments such as English, History, Education and others. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.



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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**OFFICE OF THE STATE BOARD OF EDUCATION**

**SET A  
PROJECT SUMMARY**

**Project Title:** Planning and Design for Science Research Building  
Boise Campus

**Institution/Agency:** Boise State University

**Brief Description:** Boise State University's Master Plan outlines the growth in the Southeast expansion area of science and engineering facilities supporting the Strategic Plan. The requested funds will pay for preliminary planning and design of the second of four new science buildings currently envisioned. Intermediate level planning to insure the coordination of this building with the final build out of the science and engineering area will also be incorporated.

**Project Scope:** 60,000 NASF 100,000 GSF

**Estimated Total Cost:** \$62,000,000

**Date Approved by State Board of Education:** This is the first request for this project.

---

*Source of Construction Funds (by fund source and amount):*

**Total Project Cost**

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$30,500,000
Other Funding (Gifts and University Financing)	\$31,500,000

**Previous Appropriations**

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

**Budget Year Request**

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$500,000

**1. PROJECT DESCRIPTION AND JUSTIFICATION**

The proposed building will be the second of a new four-building science and engineering complex in the southeast expansion zone. The first, the Center for Environmental Science and Economic Development, is currently in design.

Consistent with the 2005 Campus Master Plan, the new science research building will be part of a science and engineering complex designed to promote interdisciplinary research, education, and outreach. Each building of the complex will include science and engineering laboratories and facilities appropriate to specific interdisciplinary topic areas, with departmental culture preserved in office clusters. The buildings will be planned to promote collaboration between scientists and engineers on important research problems. Laboratories and work areas will be an open design with state-of-the-art flexibility to permit rapid and inexpensive reconfiguration in response to changes in research participants, project needs, and extramural funding.

Current thinking is that this second new building will focus on biomolecular science. Portions of the following existing departments will be included: Biology, Chemistry, Physics, Materials Science Engineering, Electrical and Computer Engineering and Computer Science. Collaborative areas of research will include molecular biology, biochemistry, biophysics, biomaterials and bioinformatics. Boise State's new PhD in Biomolecular Science will be centered in this building. In addition to planning the building, the future relationships and interactions of all science and engineering departments will be examined to determine the optimum set of adjacencies in the four building complex. This planning will help insure that decisions regarding the particular building design will support the holistic vision put forth in the Master Plan of an integrated science and engineering complex.

**2. PROJECT COMPONENTS**

This proposed facility blends academic and research units from Biology, Chemistry, Physics, Materials Science Engineering, Electrical and Computer Engineering and Computer Science. The new building will support graduate and undergraduate academic programs in these disciplines, and promote interdisciplinary research. Program elements for this project include core research facilities such as vivarium functions, protein sequence analysis, teaching and research laboratories, faculty offices, offices for lab technicians, administrative and staff offices, and office space for graduate students.

**3. ALTERNATIVES**

Modular facilities could possibly be utilized to provide additional research, classrooms and offices, but the use of these temporary structures should only be



considered to meet the short-term needs for the institution. It would not be prudent to utilize modular buildings for research or class laboratory space. The University has purchased land in the expansion zone to accommodate this new facility. Investing in temporary modulars would not be cost effective nor would it meet academic and research needs.

#### **4. VACATED SPACES**

In addition to providing up-to-date laboratory, classroom, and office space for several academic departments, this project would permit departments to vacate some space currently occupied in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of the other growing departments such as English, History, Education and others. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**CAPITAL BUDGET REQUEST  
FY 2011**  
Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 1
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PROJECT DESCRIPTION/LOCATION: Dental Residency Program Renovation, ISU Meridian
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CONTACT PERSON: Joseph K. Han	TELEPHONE: 208 282 4229
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PROJECT JUSTIFICATION:  <p><b>(A) Concisely describe what the project is.</b> Relocation of ISU Family Dentistry Clinic/Idaho Advanced Education in General Dentistry Residency and ISU-Meridian facilities remodel.</p> <p><b>(B) What is the existing program and how will it be improved?</b> The relocation will place the clinic in the Meridian Health Science Technology Corridor to serve Treasure Valley residents and facilitate interdisciplinary collaboration among faculty, staff, and students. The program will be improved by integrating mental health, oral health, and physical health by putting under one roof the counseling clinic, speech and hearing clinic, and oral health institute services. In addition, the project will provide clinical services (e.g., Counseling, Speech and Hearing) for the benefit of Idaho's underserved populations. Since opening in 2005, the ISU Dentistry Clinic has had more than 10,000 patient visits, with 90% of the patients seen qualifying for a sliding fee adjustment based upon federal poverty scale income levels.</p> <p><b>(C) What will be the impact on your operating budget?</b> The facilities master plan locates the dental clinic at ISU-Meridian as soon as the clinic's current lease expires. This will eliminate lease payments, saving thousands of dollars annually. Cost savings can be used to pay associated occupancy costs. Lease up in 2010.</p> <p><b>(D) What are the consequences if this project is not funded?</b> Anticipated construction to begin July 2010 for program occupancy January -June 2011. A \$500,000 donation has been received from Delta Dental of Idaho to assist with the expenses in relocating the advanced dentistry residency practice serving Idahoans.</p>
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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ESTIMATED BUDGET:		FUNDING:	
Land	\$ 0	PBF	\$ 1,000,000
A/E fees	\$ 86,500	General Account	\$
Construction	\$ 870,000	Agency Funds	\$
5% Contingency	\$ 43,500	Federal Funds	\$
F F & E	\$ 400,000	Other	\$ 500,000
Other	\$ 100,000		
<b>Total</b>	<b>\$ 1,500,000</b>	<b>Total</b>	<b>\$ 1,500,000</b>

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**CAPITAL BUDGET REQUEST  
FY 2011  
Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 2
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PROJECT DESCRIPTION/LOCATION: Addition of accelerator chambers to manufacture medical isotopes.
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CONTACT PERSON: Joseph K. Han	TELEPHONE: 208 282 4229
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PROJECT JUSTIFICATION:  <b>(A) Concisely describe what the project is.</b> Medical isotopes are in high demand. This project proposes to add accelerator chambers needed to house the equipment to manufacture medical isotopes.  <b>(B) What is the existing program and how will it be improved?</b> Currently the Idaho Accelerator Center (IAC) is pursuing isotope production with electron linacs to enhance and secure the U.S. supply of medical isotopes, especially 99Mo/99Tc. These isotopes support approximately 20 million medical treatments and/or diagnostic tests in the U.S. each year. And the U.S. supply is severely threatened by safety problems and related shutdowns of Canadian production facilities. The current program is competing to position ISU as a major 'player' in the U.S. isotope supply and, in turn, position Idaho to secure a \$100M/year high-tech medical business. Funding of this proposal and the construction of this addition would enable ISU to advance this research and development (and education) program and, potentially, lead to Idaho becoming a major contributor to the U.S. medical isotope supply.  <b>(C) What will be the impact on your operating budget?</b> The no state funds support the maintenance of the IAC. Instead, the IAC facility maintenance budget, and the IAC operating budget is supplied by external grants and contracts from the federal government and the private sector. This is so by virtue of an Idaho State Board of Education Mandate. Construction of this addition would slightly expand (increase) the operating budget, but the funds for that budget would come entirely from federal and private grants and contracts.  <b>(D) What are the consequences if this project is not funded?</b> Non-funding will either delay the progress of the project (and, therefore, reduce the odds of successfully bringing a major medical business to Idaho) or force ISU to partner with other entities (probably national labs on the east coast) which, in turn, would lead to sharing the success of this project with these other entities and a dilution of the benefits to Idaho.
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,056,000
A/E fees	\$ 92,394	General Account	\$
Construction	\$ 917,720	Agency Funds	\$
5% Contingency	\$ 45,886	Federal Funds	\$
F F & E	\$	Other	\$
Other	\$		
<b>Total</b>	<b>\$ 1,056,000</b>	<b>Total</b>	<b>\$ 1,056,000</b>

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**CAPITAL BUDGET REQUEST  
FY 2011**  
Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 3
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PROJECT DESCRIPTION/LOCATION: Pharmacy Practice Lab renovation.
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CONTACT PERSON: Joseph K. Han	TELEPHONE: 208 282 4229
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<p>PROJECT JUSTIFICATION:</p> <p><b>(A) Concisely describe what the project is.</b> Remodel Pharmacy Practice Laboratory While Leonard Hall, the home to the College of Pharmacy in Pocatello, is very functional for the teaching needs of the programs offered, the exception is the pharmacy practice laboratory. This laboratory was remodeled over 20 years ago and the scope of pharmacy practice has changed radically over that time. Pharmacists are now more directly involved in direct care and have the responsibility for assuring the patient receives the optimum results of his medication therapy. The pharmacy practice laboratory is better suited to the teaching of compounding which is the mixing of medications from basic chemicals and drugs. While this is still an area of teaching, it has been deemphasized in current practice and teaching. This area has become a specialty and while the basics are still taught in the College's curriculum, to practice in this area requires post-graduate education. The antiquated nature of this facility has become even more evident with the addition of the new L.S. Skaggs Pharmacy Complex in Meridian, Idaho which will open to students in August 2009. This facility is state-of-the-art and includes a modern pharmacy practice laboratory where students can practice their patient care skills.</p> <p><b>(B) What is the existing program and how will it be improved?</b> Improvement in existing program: The remodel of the pharmacy practice laboratory in Leonard Hall will allow the College of Pharmacy the ability to teach its curriculum to today's standards. This is an important consideration for student learning. Students in Pocatello do not have a laboratory conducive to learning the skills of modern pharmacy practice and patient care. It is also a major concern for program accreditation where Accreditation Council for Pharmacy Education (ACPE) Standards 2007 states that the teaching facilities must be modern. Also, when a program is taught at two or more sites, ACPE requires the facilities to be equal. The College is now in the situation where the pharmacy practice laboratory in Meridian is modern while the facility in Pocatello is outdated.</p>
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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**(C) What will be the impact on your operating budget?**

This project will add approximately 6,000 asf which is not currently funded for occupancy. The added student capacity will likely increase income, a portion of which could be requested for occupancy funding.

**(D) What are the consequences if this project is not funded?**

The major consequence is the impact on the development of the education and skills of the professional students in Pocatello and the unequal treatment they will receive from their fellow classmates in Meridian. The pharmacy students pay a substantially higher tuition for their education and adequate facilities are to be expected. Additionally, the professional program at the ISU College of Pharmacy is scheduled for its next accreditation review during the spring 2010 – fall 2011 cycle. It is expected that the team will visit both the Pocatello and Meridian sites and the differences in pharmacy practice teaching laboratory facilities will be very evident. It is anticipated the College and University will be instructed to remedy the situation to maintain accreditation. Entrance into the professional program leading to the Doctor of Pharmacy degree is a highly competitive. For every seat in the entering class, there are usually 10 applicants and this is a national trend. However, with new colleges and school of pharmacy opening in modern facilities and many older ones moving into new facilities, the ability of the Idaho State University College of Pharmacy to attract students to the Pocatello campus may become compromised. This has a direct effect on the budget since these students pay a high differential tuition and if they do not come the operational budget becomes compromised. The remodeling of the pharmacy practice laboratory that is requested addresses only part of the problem. Equipment for the laboratory must also be updated and the College proposes to undertake fundraising to accomplish this.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,100,000
A/E fees	\$ 95,150	General Account	\$
Construction	\$ 957,000	Agency Funds	\$
5% Contingency	\$ 47,850	Federal Funds	\$
F F & E	\$	Other	\$
Other	\$		
<b>Total</b>	<b>\$ 1,100,000</b>	<b>Total</b>	<b>\$ 1,100,000</b>

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**CAPITAL BUDGET REQUEST  
FY 2011  
Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 4
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PROJECT DESCRIPTION/LOCATION: Renovation of classroom and offices in basement of College of Education building vacated by Idaho Public Television (KISU Public Television).
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CONTACT PERSON: Joseph K. Han	TELEPHONE: 208 282 4229
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<p>PROJECT JUSTIFICATION:</p> <p><b>(A) Concisely describe what the project is.</b> Remodel basement of College of Education converting television studio office, workshops, and technical labs to accommodate academic program growth requiring additional offices and classrooms.</p> <p><b>(B) What is the existing program and how will it be improved?</b> Faculty and staff are sharing limited and substandard space. Additional classrooms are needed to accommodate College of Education classes and campus wide need for larger classrooms.</p> <p><b>(C) What will be the impact on your operating budget?</b> This project does not add square feet of functional space and will have slight additions to the operational maintenance and custodial budget.</p> <p><b>(D) What are the consequences if this project is not funded?</b> Faculty and staff will continue to occupy a substandard environment. College of education classes will continue to be scattered around campus to accommodate shortage of classrooms. Program growth will be limited by inadequate quality and quantity of space.</p>
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ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,100,000
A/E fees	\$ 95,150	General Account	\$
Construction	\$ 957,000	Agency Funds	\$
5% Contingency	\$ 47,850	Federal Funds	\$
F F & E	\$	Other	\$
Other	\$		
<b>Total</b>	<b>\$ 1,100,000</b>	<b>Total</b>	<b>\$ 1,100,000</b>

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AUGUST 20, 2009**

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**CAPITAL BUDGET REQUEST  
FY 2011**  
Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University	AGENCY PROJECT PRIORITY: 5
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PROJECT DESCRIPTION/LOCATION: Idaho Accelerator Center addition to house chemistry lab and offices.
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CONTACT PERSON: Joseph K. Han	TELEPHONE: 208 282 4229
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PROJECT JUSTIFICATION:  <b>(A) Concisely describe what the project is.</b> Chemistry lab and offices are needed to accommodate and support growing program.  <b>(B) What is the existing program and how will it be improved?</b> Fundamental ISU-IAC limitation to advance the medical isotope research is the lack of radiochemistry lab and office facilities. Currently the Idaho Accelerator Center (IAC) is pursuing isotope production with electron linacs to enhance and secure the U.S. supply of medical isotopes, especially 99Mo/99Tc. These isotopes support approximately 20 million medical treatments and/or diagnostic tests in the U.S. each year. And the U.S. supply is severely threatened by safety problems and related shutdowns of Canadian production facilities. The current program is competing to position ISU as a major 'player' in the U.S. isotope supply and, in turn, position Idaho to secure a \$100M/year high-tech medical business.  Funding of this proposal would enable the basic radiochemistry testing that is essential for ISU to advance this research and development (and education) program and, potentially, lead to Idaho becoming a major contributor to the U.S. medical isotope supply.  <b>(C) What will be the impact on your operating budget?</b> No state funds support the maintenance of the IAC. Instead, the IAC facility maintenance budget, and the IAC operating budget is supplied by external grants and contracts from the federal government and the private sector. This is so by virtue of an Idaho State Board of Education Mandate. Construction of this addition would slightly expand (increase) the operating budget, but the funds for that budget would come entirely from federal and private grants and contracts.  <b>(D) What are the consequences if this project is not funded?</b> Non-funding will either delay the progress of the project (and, therefore, reduce the odds of successfully bringing a major medical business to Idaho) or force ISU to partner with other entities (probably the University of Nevada, Las Vegas or Pacific Northwest National Laboratory, in Washington) which, in turn, would lead to sharing the success of this project with these other entities and a dilution of the benefits to Idaho.
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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,098,000
A/E fees	\$ 93,150	General Account	\$
Construction	\$ 957,000	Agency Funds	\$
5% Contingency	\$ 47,850	Federal Funds	\$
F F & E	\$	Other	\$
Other	\$		
<b>Total</b>	<b>\$ 1,098,000</b>	<b>Total</b>	<b>\$ 1,098,000</b>

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**OFFICE OF THE STATE BOARD OF EDUCATION**

**SET A**

**PROJECT SUMMARY**

**Project Title:** Northern Idaho Education and Innovation Center

**Institution/Agency:** University of Idaho

**Brief Description:**

The University of Idaho has the responsibility of delivering education, outreach, and research programs across the State of Idaho. With the tremendous growth in the northern part of the state, there is an ever increasing demand for University of Idaho programs and course delivery. We anticipate the need for an additional facility in the Coeur d' Alene vicinity to meet the classroom and office needs for expanding university programs. This facility will support collaborative programs that provide increased access to education and that ensure relevant education, training, and information services are available in the northern Idaho region. The facility will also enhance regional and statewide economic development by supporting comprehensive educational offerings for building, attracting, and retaining a highly skilled workforce.

**Project Scope:**

Building size:

Site and utility infrastructure

Furnishings, Fixtures and Equipment

All project fees and related expenses

**NASF**

~24,000

**GSF**

~32,000

**Estimated Total Cost:**

\$9,030,000

**Date Approved by State Board of Education:**

First request, July 2006 *(Note: As the Northern Idaho Classroom and Office Facility)*

Second request, July 2007

Third request, July 2008

Fourth request, July 2009



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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Northern Idaho Education and Innovation Center  
University of Idaho

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*Source of Construction Funds (by fund source and amount):*

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$4,515,000
Other (private) sources		<u>\$4,515,000</u>
	Total:	\$9,030,000

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Permanent Building Fund (FY 09)		\$420,800

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$4,094,200

**1. PROJECT DESCRIPTION AND JUSTIFICATION**

The University, in collaboration with other state institutions and the City of Coeur d' Alene, envisions the creation of an education corridor along the Spokane River in Coeur d'Alene in the vicinity of the North Idaho College campus. Since 2002, the Board of Regents of the University of Idaho has leased approximately 7 acres with an office building known as Harbor Center. This property is within the education corridor and has been used to provide higher education programs in northern Idaho by the University of Idaho as well as LCSC, ISU, and BSU. Higher education program growth in the region will be concentrated in this education corridor. Expanded facilities are needed to serve the burgeoning population and the corresponding growing demand for higher education services in the region. The collaboration of the co-located institutions increases local access to students at all levels of higher education.

Pending approval by the SBOE, the UI will establish a 99 year site lease for the Harbor Center land and buildings which will provide the land within the educational corridor to build a new facility. This new facility will allow the University of Idaho to serve the program needs of citizens in the area, in accordance with its institutional role-and-mission statements. The proximity of this land and facility to North Idaho College is a major advantage since it provides the ability to leverage the existing extensive facilities of NIC and to develop collaborative joint programs with NIC faculty and staff.

**2. PROJECT COMPONENTS**

This facility will be approximately 32,000 square feet and will house classrooms and faculty and staff offices, along with ancillary support spaces. The preliminary cost estimate for the building is \$9,030,000. The State provided \$420,800 in FY09 funding to support initial programming and pre-design work. Work products from this pre-design phase will include detailed program definition, site analysis and feasibility review, infrastructure needs and impacts, room data sheets, adjacency diagrams, and a refined project cost estimate. Graphic materials will also be

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Northern Idaho Education and Innovation Center  
University of Idaho

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generated to assist in private fundraising efforts in support of the project. The remainder of the state funding for the project requested at this time, along with the private funding for the project, will support completion of the design, and the subsequent construction of the facility.

The facility will be designed and constructed in such a manner to support the potential future expansion of the building to accommodate an executive education and leadership center. Such additional program space would include a tiered classroom, various breakout rooms, as well as reception and kitchen/dining services. The executive education element would be funded through private donations, above and beyond the basic \$9M project described herein, and would be subject to further review and approval of the Board of Regents.

**3. VACATED SPACE**

It is not anticipated that space at Harbor Center currently occupied by the University of Idaho and other higher education institutions will be vacated upon completion of the proposed facilities. Rather, the new space created by these facilities will allow for expansion of programs that meet the needs of citizens in this important geographic region of the state.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**SET A  
PROJECT APPROVAL FORM**

Project Title: Northern Idaho Education and Innovation Center

**CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY**

Building Statistics: NASF: -24,000  
GSF: -32,000  
Net to Gross 75%

	Estimated Total Cost	Prior to Budget Year	Budget Year - FY11	2nd Year FY12	3rd Year FY13	4th Year FY14	5th Year FY15	6th Year FY16
<b>PROJECT SUMMARY:</b>								
A. Arch. & Engr. (Project Planning & Pre-Design)	451,500	420,800	30,700					
Schematic Design								
Design Development								
Construction Documents*	451,500		451,500					
Construction Supervision**								
B. Asbestos Abatement Arch/Eng/Hygienist Fees	135,500		135,500					
C. Tests, Permits	1,038,500	420,800	617,700	0	0	0	0	0
<b>SUBTOTAL ARCH. &amp; ENGR.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
D. Moving, Administration	0							
E. Asbestos Abatement	6,546,800		6,546,800					
F. Construction** (UI Preliminary Estimate)	541,800		541,800					
G. Furnishings/Moveable Equipment	903,000		903,000					
H. Contingency (Project)	9,030,100	420,800	8,609,300	0				
<b>TOTAL PROJECT REQUEST</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**SOURCE OF FUNDS:**

Permanent Building Fund	4,515,000	420,800	4,094,200					
General Education								
Federal								
Bond Sale								
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)	4,515,000		4,515,000					
<b>TOTAL</b>	<b>9,030,000</b>	<b>420,800</b>	<b>8,609,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Utilities TBD  
Custodial TBD  
Repairs & Maintenance TBD  
General Education

**PROPOSED SOURCE OF OPERATING FUNDS (if more than one source, please show relative percentages.)**

- \* Includes Reimbursable Expenses
- \*\* Includes Fees for On-Site Observation
- \*\* UI Preliminary Estimate

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**OFFICE OF THE STATE BOARD OF EDUCATION**

**SET A**

**PROJECT SUMMARY**

**Project Title:** Science and New Technologies / Interdisciplinary Research & Education Facility (Planning/Pre-Design)

**Institution/Agency:** University of Idaho

**Brief Description:**

The Science and New Technologies / Interdisciplinary Research & Education Facility project involves construction of a new laboratory facility providing modern, well-equipped spaces supporting a broad range of undergraduate and graduate instructional and research programs in selected scientific and technical disciplines at the university.

Previous iterations of the University's request for this project envisioned a larger facility of approximately 100,000 to 115,000 GSF. Since the last request in July of 2008, the university has revisited the project and revised the project vision downward towards a smaller, more efficient facility that still accomplishes the goals and aspirations of the overall effort. This year's FY 11 request represent the first year the University is pursuing this new, more efficient vision for the desired Science and New Technologies / Interdisciplinary Research & Education Facility

As before, the facility will be designed to foster interdisciplinary collaboration and interaction and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs over time.

<b>Project Scope:</b>	<b>NASF</b>	<b>GSF</b>
Building size:	45,000-50,000	70,000-80,000
Site and Utility infrastructure		
All project fees and related expenses		
<i>Fixed Research Equipment NIC</i>		
<i>Movable Furnishings, Fixtures and Equipment NIC</i>		

**Estimated Total Cost:** \$49,400,000 (2009 Dollars)

**Date Approved by State Board of Education:**

First request, July 1999  
Second request, July 2000  
Third request, July 2001  
Fourth request, July 2002  
Fifth request, July 2003  
Sixth request, July 2004  
Seventh request, July 2005  
Eighth request, July 2006  
Ninth Request, July 2007  
Tenth Request, July 2008  
Eleventh Request, July 2009, *first request for the revised and newly envisioned facility.*

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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Science and New Technologies /  
Interdisciplinary Research & Education Facility  
University of Idaho

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*Source of Construction Funds (by fund source and amount):*

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$15,000,000
Other Funding (inc Bond Financing & Gifts)		<u>\$34,400,000</u>
Total (2009 Dollars)		\$49,400,000

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Fed FY05 Federal Funding		\$892,500
<i>The University received a federal FY 05 grant that allowed for an initial assessment and Feasibility Study. This preliminary feasibility work is not included in the amounts listed above.</i>		

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$5,000,000

**1. PROJECT DESCRIPTION AND JUSTIFICATION**

As the land grant university for the State of Idaho, the University of Idaho places emphasis on problems and challenges facing Idaho and Idahoans. In both undergraduate and graduate education disciplines, especially in scientific and technical fields, enrollment growth and focus upon the university's interdisciplinary programs is leading to a need for additional modern, technically-equipped laboratory and support space. Further, as Idaho's research university, the UI is a main force for research and development in the state with emphasis on selected areas that are key to the economic health and development of Idaho industry. Areas of emphasis in which laboratory space is critical are: Food and Fiber Production, Molecular Biology, Environmental Sciences and Technology, Materials Science, Infrastructure/Construction and Transportation, Computing/Software Systems, and Telecommunications.

The University sought, and received, a federal FY 05 grant to allow the university to conduct an initial, predesign Technical Analysis and Feasibility Study for this project effort. In the fall of 2006, the University selected NBBJ architects to assist the university and to conduct that analysis and study via a Request for Qualifications process. An initial report was finalized and prepared in the Spring of 2008, and this report served as the basis for the July 2008 request.

Subsequently, Dr. John McIver joined the University as the Vice President for Research, bringing a fresh, new vision for the University's research efforts. Over the course of the past 12 months and under Dr. McIver's leadership, the University has reexamined the underlying assumptions that support the desires and aspirations proposed Science and New Technologies / Interdisciplinary Research & Education Facility. While the need for the proposed facility was confirmed, a slightly smaller more efficient vision of the facility emerged. Hence this request for a facility that is approximately 25% smaller and approximately 33% less in terms of project cost than previous requests.

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Science and New Technologies /  
Interdisciplinary Research & Education Facility  
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In support of both the initial assessment and this year's revised work, the University and the consultant conducted an exhaustive and detailed process that included an audit and assessment of existing science and research facilities, an audit and assessment of building level and campus level infrastructure systems to determine the capacity to support the desired program of research, site selection, programmatic analysis, research team composition and optimization, desired levels of occupancy in the proposed structure, etc. NBBJ delivered their revised, final report and recommendations for the new vision of the project in early May 2009. This request captures the recommendations and results of the revised Technical Analysis and Feasibility Study.

This project addresses the specialized laboratory needs of these disciplines for undergraduate, graduate and research programs. The synergies among the various levels of study and scholarship will be fostered in a facility integrating a broad cross section of technical and scientific personnel and programs. Specific facility features and attributes have been preliminarily identified in the Technical Analysis and Feasibility Study, and will be further detailed during the planning and design phases.

## **2. PROJECT COMPONENTS**

The majority of the project complex will consist of research laboratories and laboratory support areas (e.g., instrument labs, specialized containment labs, shared equipment rooms, computer laboratories, seminar and conference areas, and offices). It is anticipated that the size of the building will be approximately 75,000 – 80,000 GSF. Purchase of major fixed research equipment necessary to outfit the laboratories, support areas and connections, and necessary enhancements to the university's infrastructure systems is not yet currently included in the project, as these items are yet to be identified. Movable and portable furnishings and fixtures are not included in the current costs estimates.

## **3. ALTERNATIVES**

Four alternatives have been studied to date.

### Alternative 1: Construct Multiple Smaller Laboratory Additions

This alternative involves construction of separate undergraduate, graduate and research laboratories, by discipline, as additions to, or immediately adjacent to, existing College buildings. This alternative would provide the necessary space to support the programs, however, project costs are expected to be significantly higher since there would be multiple sites and projects. In addition, this approach does not readily support interdisciplinary interaction and collaboration. The University rejected this alternative.

### Alternative 2: Renovate Existing Laboratory & Research Spaces in Existing Buildings as Necessary to Accomplish the programmatic Goals for Interdisciplinary Research

As noted above a Technical Analysis and Feasibility Study was conducted by the University and its consultant, NBBJ Architects in 2008 and revisited and revised in 2009. This effort included an exhaustive assessment and audit of the existing research facilities, spaces, and building level infrastructure systems on campus. The summary conclusion of this effort is that the

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Interdisciplinary Research & Education Facility  
University of Idaho

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existing facilities and spaces are not equipped or suitable in their current state to facilitate the sorts of interdisciplinary programs envisioned and needed. Further the renovation costs to bring these facilities up to the standards necessary would far exceed the cost of a new build. And further still, such dispersed renovations would not produce the desired synergies and interdisciplinary relationships set out as the major programmatic goals and vision for the project effort. The University has therefore rejected this alternative based upon the results of the Technical Analysis and Feasibility Study.

Alternative 3: Construct Separate Laboratory Complexes for Undergraduate and Graduate/Research Programs

This alternative consists of construction of an interdisciplinary laboratory complex for undergraduate instructional and research programs and one for graduate and research programs. This alternative would provide the necessary space to support the programs, however, project costs are expected to be higher since there would be two projects with unnecessary duplication. In addition, this approach does not readily support interdisciplinary interaction and collaboration between undergraduate and graduate students, and researchers. The University rejected this alternative.

Alternative 4: Construct a Single Interdisciplinary Laboratory Facility

This option would entail constructing a single complex that integrates undergraduate and graduate/research laboratories into an interdisciplinary science and technology center facilitating collaboration and creating new synergies across academic levels and disciplines. Overall project expenses are expected to be less under this approach since there will be only one site and construction of a single building allows elimination of unnecessary duplication of building systems. The recently completed Technical Analysis and Feasibility Study verifies this alternative as the most viable alternative conducive to the goals and vision for the effort, and as the most efficient and least costly alternative. This is the University's preferred alternative.

#### **4. VACATED SPACE**

It is not anticipated that a great deal of space will be vacated upon completion of the proposed project. Space currently used for instructional laboratories and some research laboratories that may be vacated may be reused to meet additional laboratory space demand. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, seminar areas, team and group rooms, etc.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

**SET A  
 PROJECT APPROVAL FORM**

**CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY**

Project Title: Science and New Technologies Laboratory /  
 Interdisciplinary Research & Education Facility

Building Statistics:  
 NASF: ~ 45,000 - 50,000  
 GSF: ~ 70,000 - 80,000  
 Net to Gross 65% +/-

	Estimated Total Cost	Prior to Budget Year	Budget Year - FY11	2nd Year FY12	3rd Year FY13	4th Year FY14	5th Year FY15	6th Year FY16
<b>PROJECT SUMMARY:</b>								
A. Arch. & Engr. (Project Planning & Pre-Design) PreDesign Technical Analysis & Feasibility Study <i>(Prior work not included in costs below.)</i>	5,400,000 inc. above	892,500	5,000,000					
Planning & Design	inc. above							
Schematic Design	inc. above							
Design Development	inc. above							
Construction Documents	inc. above							
Construction Supervision	inc. above							
B. Asbestos Abatement Arch/Eng/Hygienist Fees	432,000							
C. Tests, Permits	5,832,000	892,500	5,000,000					
<b>SUBTOTAL ARCH. &amp; ENGR.</b>	954,000							
D. Moving, Administration, Demolition, Project Costs	inc. above							
E. Asbestos Abatement	32,725,000							
F. Construction	3,275,000							
Estimated Bid Cost, May 2009 Est.	180,000							
Construction Contingency	6,434,000							
G. Furnishings/Moveable Equipment								
H. Contingency (Project) <i>includes Escalation Allowance</i>	49,400,000	892,500	5,000,000	TBD	TBD	TBD	TBD	TBD
<b>TOTAL PROJECT REQUEST</b>								
<b>SOURCE OF FUNDS:</b>								
Permanent Building Fund	15,000,000		5,000,000	TBD	TBD	TBD	TBD	TBD
General Education								
Federal	892,500							
Bond Sale	25,000,000							
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue	9,400,000							
Other Funds, including Gifts (UI Funds)	49,400,000	892,500	5,000,000	0	0	0	0	0
<b>TOTAL</b>								
Utilities	TBD							TBD
Custodial	TBD							TBD
Repairs & Maintenance	TBD							TBD
					General Education			

**PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)**

\* All Costs based upon revised Technical Analysis and Feasibility Study, NBBJ & UI, May 2009  
 \*\* Source of Funds per UI Capital Projects Plan, April 2008



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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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**Lewis-Clark State College:  
Summary of Requests FY2011  
CAPITAL BUDGET REQUEST  
FY 2011**

Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: **Lewis-Clark State College**

AGENCY PROJECT PRIORITY: **1**

PROJECT DESCRIPTION/LOCATION: **Upgrade Talkington Hall (Phase 1)**

CONTACT PERSON: Chet Herbst

TELEPHONE: (208) 792-2240

**PROJECT JUSTIFICATION:**

- (A) **Concisely describe what the project is.** Project will fund safety upgrades (fire protection, doors, windows); improve electrical power, lighting, HVAC; and upgrade plumbing, flooring, and paint to convert old dorm rooms to useable office space.
- (B) **What is the existing program and how will it be improved?** Talkington Hall (21,866 sq ft), built in 1930 as a women's dormitory, is in dilapidated condition and was vacated in Fall 2006. It is now used only for temporary office, storage, and spillover room space for faculty and students. The modest upgrades requested for the facility will enable it to be used as a safe and comfortable office complex serving programs from multiple departments across campus.
- (C) **What will be the impact on your operating budget?** Upgrading the facility's ancient windows, doors, and HVAC capability will increase energy efficiency and reduce utility costs.
- (D) **What are the consequences if this project is not funded?** A limited number of rooms in the facility could be used on a temporary/emergency basis, despite safety and basic comfort inadequacies. Due to the continuing pressure on PBFAC funds, LCSC has scaled back its FY2010 request (for \$2.73M, based on a 2006 design study) to a phased approach, with the \$1M in the 2011 request dedicated to very basic, high priority needs. Key elements of this phase of the project could also be addressed if only \$500K were to be allocated by the State.

[LCSC Capital Improvement Request, Priority #1, Talkington Hall upgrade, continued.]

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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<b>ESTIMATED BUDGET:</b>		<b>FUNDING:</b>	
Land	\$0	PBF	\$1,000,000
A/E fees	\$50,000	General Account	
Construction	\$800,000	Agency Funds	
5% Contingency	\$50,000	Federal Funds	
F F & E	\$100,000	Other	
Other	\$0		
Total	\$1,000,000	Total	\$1,000,000

Agency Head Signature: \_\_\_\_\_

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

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AGENCY: **Lewis-Clark State College**

AGENCY PROJECT PRIORITY: **2**

PROJECT DESCRIPTION/LOCATION: **Upgrade Administration Bldg (Phase 1)**

CONTACT PERSON: Chet Herbst

TELEPHONE: (208) 792-2240

**PROJECT JUSTIFICATION:**

- (A) **Concisely describe what the project is.** Project will provide basic upgrades to the 1921-constructed Administration Building, with primary focus on the areas in and adjacent to the Silverthorne Theatre auditorium and supporting rooms. Improvements would restore plumbing to behind-stage area, improve electrical lighting, restore daylight lighting to main auditorium seating area, upgrade seats, provide instructional technology for use as general purpose classroom, repair broken seating, and improve access/emergency exit capability.
- (B) **What is the existing program and how will it be improved?** The proposed upgrades will make this area a functional and efficient large classroom space (potentially the largest classroom on campus) useable for general purpose classes, assemblies, large conferences, as well as for theatrical and musical events at LCSC. The requested improvements would correct the conditions (described as “deplorable” in the College’s 1999 accreditation visit) and restore this space to prime instructional and support space.
- (C) **What will be the impact on your operating budget?** Upgrading the existing facility will result in improved energy efficiency—there will be no major impact on LCSC’s operating budget, but a significant improvement in the effectiveness and utilization of the current space.
- (D) **What are the consequences if this project is not funded?** The College will continue to use the space for selected events and classes which are feasible given the age and limitation of the auditorium and adjacent areas. The College will provide \$400K in student funds which have been collected over more than a decade to stretch state dollars for this phase of the project. If budget pressures in FY2011 preclude State allocation of \$700K, a State match (\$400K), reducing the total project to \$800K, would enable the most critical portions of the upgrade to be accomplished.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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[LCSC Capital Improvement Request, Priority #2, Administration Bldg upgrade, continued.]

<b>ESTIMATED BUDGET:</b>		<b>FUNDING:</b>	
Land	\$0	PBF	\$700,000
A/E fees	\$55,000	General Account	
Construction	\$890,000	Agency Funds	\$400,000
5% Contingency	\$55,000	Federal Funds	
F F & E	\$100,000	Other	
Other	\$0		
Total	\$1,100,000	Total	\$1,100,000

Agency Head Signature: \_\_\_\_\_

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

**CAPITAL BUDGET REQUEST  
FY 2011**

Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: <b>North Idaho College</b>	AGENCY PROJECT PRIORITY: <b>1</b>
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PROJECT DESCRIPTION/LOCATION: <b>Rathdrum Professional Technical Building</b>
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CONTACT PERSON: Rolly Jurgens	TELEPHONE: 208-769-3340
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**PROJECT JUSTIFICATION:**

(A) Concisely describe what the project is. To construct a new Professional Technical Building to create additional space for existing programs, expansion of new professional technical education programs, and to partner with local school districts to provide facilities to support their professional technical education programs as well.

(B) What is the existing program and how will it be improved? Currently there are business and professional programs, health professions and trades an industry programs. These programs are near capacity with 12% of the student body enrolled in those programs. Nationally, 40% or more enrollments would be in these programs. Construction of this facility would expand professional technical education opportunities, keep up with rapid changes in technology, and increase student enrollments.

(C) What will be the impact on your operating budget? Would increase in the areas of staffing, utilities and maintenance costs.

(D) What are the consequences if this project is not funded? In coming and continuing students, local businesses and industries, and local public school districts would not be able to rely on NIC to provide expanded programs or enrollments.

<p><b>ESTIMATED BUDGET:</b></p> <table style="width:100%"> <tr><td>Land</td><td></td></tr> <tr><td>A/E fees</td><td align="right"><b>1,522,651</b></td></tr> <tr><td>Construction</td><td align="right"><b>15,983,661</b></td></tr> <tr><td>5% Contingency</td><td align="right"><b>1,506,575</b></td></tr> <tr><td>F F &amp; E</td><td align="right"><b>850,000</b></td></tr> <tr><td>Other</td><td align="right"><b><u>219,232</u></b></td></tr> <tr><td>Total</td><td align="right"><b>\$20,082,119</b></td></tr> </table>	Land		A/E fees	<b>1,522,651</b>	Construction	<b>15,983,661</b>	5% Contingency	<b>1,506,575</b>	F F & E	<b>850,000</b>	Other	<b><u>219,232</u></b>	Total	<b>\$20,082,119</b>	<p><b>FUNDING:</b></p> <table style="width:100%"> <tr><td>PBF</td><td align="right"><b>\$20,082,119</b></td></tr> <tr><td>General Account</td><td></td></tr> <tr><td>Agency Funds</td><td></td></tr> <tr><td>Federal Funds</td><td></td></tr> <tr><td>Other</td><td></td></tr> <tr><td>Total</td><td align="right"><b>\$20,082,119</b></td></tr> </table>	PBF	<b>\$20,082,119</b>	General Account		Agency Funds		Federal Funds		Other		Total	<b>\$20,082,119</b>
Land																											
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F F & E	<b>850,000</b>																										
Other	<b><u>219,232</u></b>																										
Total	<b>\$20,082,119</b>																										
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General Account																											
Agency Funds																											
Federal Funds																											
Other																											
Total	<b>\$20,082,119</b>																										

Agency Head Signature: \_\_\_\_\_

Date: 7/14/09

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

**CAPITAL BUDGET REQUEST  
FY 2011**

Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: <b>North Idaho College</b>	AGENCY PROJECT PRIORITY: <b>2</b>
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PROJECT DESCRIPTION/LOCATION: <b>Meyer Health Building Addition</b>
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CONTACT PERSON: Rolly Jurgens	TELEPHONE: 208-769-3340
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**PROJECT JUSTIFICATION:**

(B) Concisely describe what the project is. A recently completed facilities master plan revealed that NIC has a shortage of classrooms, labs and faculty offices for academic programs in the sciences. It was revealed that NIC needs 2,500 sq. ft. of classrooms, 14,800 sq. ft. of labs, 3,500 sq. ft. of offices, and 450 sq. ft. of general study area to house programs in Geology, Geography Environmental Sciences, Bio Technology, Physics, Engineering, Physical Therapist Asst., Medical Assisting, EMT, Dental Hygiene, Cardio Technician, Nuclear Medicine Tech., Certified Nursing Asst., and expansions to existing nursing programs. In addition to the sq. ft. needs specifically identified will be needed corridors, mechanical, electrical and rest rooms and other common areas of the building for a total of 32,683 sq. ft.

(C) What is the existing program and how will it be improved? This expansion will enable NIC to combine programs currently housed within Seiter Hall with those in Meyer Health Sciences as well as allowing expansion of existing programs and program growth for programs currently not in existence.

(D) What will be the impact on your operating budget? Additional funds will be needed for two custodians, utilities, and a part-time maintenance position.

(D) What are the consequences if this project is not funded? Enrollment will not be able to grow to meet the needs indentified for current programs and new programs will not be developed because of lack of space.

<p><b>ESTIMATED BUDGET:</b></p> <table style="width:100%"> <tr><td>Land</td><td align="right"><b>0</b></td></tr> <tr><td>A/E fees</td><td align="right"><b>40,000</b></td></tr> <tr><td>Construction</td><td align="right"><b>6,986,000</b></td></tr> <tr><td>5% Contingency</td><td align="right"><b>340,000</b></td></tr> <tr><td>F F &amp; E</td><td align="right"><b>200,000 provided by NIC</b></td></tr> <tr><td>Other</td><td align="right"><b>0</b></td></tr> <tr><td><b>Total</b></td><td align="right"><b>\$7,366,000</b></td></tr> </table>	Land	<b>0</b>	A/E fees	<b>40,000</b>	Construction	<b>6,986,000</b>	5% Contingency	<b>340,000</b>	F F & E	<b>200,000 provided by NIC</b>	Other	<b>0</b>	<b>Total</b>	<b>\$7,366,000</b>	<p><b>FUNDING:</b></p> <table style="width:100%"> <tr><td>PBF</td><td align="right"><b>\$7,166,000</b></td></tr> <tr><td>General Account</td><td></td></tr> <tr><td>Agency Funds</td><td align="right"><b>200,000</b></td></tr> <tr><td>Federal Funds</td><td></td></tr> <tr><td>Other</td><td></td></tr> <tr><td><b>Total</b></td><td align="right"><b>\$7,366,000</b></td></tr> </table>	PBF	<b>\$7,166,000</b>	General Account		Agency Funds	<b>200,000</b>	Federal Funds		Other		<b>Total</b>	<b>\$7,366,000</b>
Land	<b>0</b>																										
A/E fees	<b>40,000</b>																										
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5% Contingency	<b>340,000</b>																										
F F & E	<b>200,000 provided by NIC</b>																										
Other	<b>0</b>																										
<b>Total</b>	<b>\$7,366,000</b>																										
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General Account																											
Agency Funds	<b>200,000</b>																										
Federal Funds																											
Other																											
<b>Total</b>	<b>\$7,366,000</b>																										

Agency Head Signature: \_\_\_\_\_

Date: 7/14/09

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

**CAPITAL BUDGET REQUEST  
FY 2011**

PUBLIC WORKS

Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College	AGENCY PROJECT PRIORITY: 1.
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PROJECT DESCRIPTION/LOCATION: Construct Parking Lot, Health Care Building 6
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CONTACT PERSON: Steve T. Bunnell	TELEPHONE:(208) 524-3000 ext 3393
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**PROJECT JUSTIFICATION:**

(A) Concisely describe what the project is.  
Construct a parking lot on campus to provide parking for students, faculty and staff that use the Health Care Education Building 6. This would include design, site work, lighting, concrete curbs, asphalt, striping and signage.

(B) What is the existing program and how will it be improved?  
This building is a share building with ISU and EITC. All programs that will operate within this building. Adequate parking in proximity of the facility is essential.

(C) What will be the impact on your operating budget?  
Minimum impact will occur, only power for lighting and snow removal.

(D) What are the consequences if this project is not funded?  
Life Safety for students, visitors, faculty and staff because they have to cross the current, heavily use roadway that needs to be redesigned. Insufficient number of parking spaces adjacent to this building.

<b>ESTIMATED BUDGET:</b>		<b>FUNDING:</b>	
Land	\$	PBF	\$ 925,000
A/E fees	\$ 75,000	General Account	
Construction	\$ 805,000	Agency Funds	
5% Contingency	\$ 40,250	Federal Funds	
F F & E	\$ 4,750	Other	
Other		Total	\$ 925,000
Total	\$ 925,000		



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
AUGUST 20, 2009**

PUBLIC WORKS

**CAPITAL BUDGET REQUEST  
FY 2011**

Capital Improvement Project Description  
(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College	AGENCY PROJECT PRIORITY: 2.
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PROJECT DESCRIPTION/LOCATION: Expansion Health Care Building 6
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CONTACT PERSON: Steve T. Bunnell	TELEPHONE: 208-524-3000 ext 3393
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<p>PROJECT JUSTIFICATION:</p> <p>(A) Concisely describe what the project is. Add eight classrooms and large dividable meeting area that was designed for this building originally.</p> <p>(B) What is the existing program and how will it be improved? Health Care classes will be able to expand, and provide more shared area with ISU.</p> <p>(C) What will be the impact on your operating budget? Purchase of additional furniture and additional energy costs. Additional personnel to maintain more square footage.</p> <p>(D) What are the consequences if this project is not funded? Health Care classes will not be able to expand and we will not be able to serve the community with the added meeting areas. Shared space with ISU would not be available.</p>
---

<b>ESTIMATED BUDGET:</b>	<b>FUNDING:</b>
Land                                \$	PBF                                        \$ <u>3,100,000</u>
A/E fees	General Account
Construction	Agency Funds
5% Contingency	Federal Funds
F F & E	Other
Other	
Total                                \$ <u>3,100,000</u>	Total                                        \$ <u>3,100,000</u>

Agency Head Signature: Robert K. Smart

Date: 2/10/09

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Request to purchase Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University seeks to acquire a tunable pulsed laser source and measurement system to enable multidisciplinary research in the College of Engineering and the College of Arts and Sciences. The proposed acquisition consists of a synchronously pumped parametric oscillator backed by a mode-locked ultrafast Ti:sapphire laser.

The pulse picking capability of the Ti:sapphire offers flexible repetition rates while maintaining the desired pulse energy. This combination of short pulses, high repetition rate, and wide wavelength tunability enables many new material and device characterization techniques. Techniques of particular use to the University include emission spectroscopy, time resolved pump-probe spectroscopy, and time of flight spectroscopy.

**IMPACT**

The acquisition of the laser will have a positive impact on research for faculty from across campus, including engineering, physics and chemistry. Acquisition of the laser system will significantly contribute to the success of the Electrical & Computer Engineering Ph.D. program with an emphasis in quantum electronics.

Based on estimates prepared for the National Science Foundation (NSF) proposal, the total purchase cost will not exceed \$628,000 (see Attachment 1). The source of funding will be NSF grant funds. The project will be procured through the standard process using the State of Idaho Division of Purchasing. Multiple contracts may be issued for purchases of the required components. The University has received notification that the proposal has been recommended for funding and is awaiting final contract award. The procurement process will not commence until the NSF contract is awarded.

**ATTACHMENTS**

Attachment 1 – NSF Proposal

Page 3

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

A motion to approve Boise State University's request to proceed with procurement of the Vis-NIR Tunable Laser System upon receipt of NSF grant funds for a total cost not to exceed \$628,000.

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

## COVER SHEET FOR PROPOSAL TO THE NATIONAL SCIENCE FOUNDATION

PROGRAM ANNOUNCEMENT/SOLICITATION NO./CLOSING DATE/if not in response to a program announcement/solicitation enter NSF 09-1					<b>FOR NSF USE ONLY</b>	
NSF 09-502			01/22/09		<b>NSF PROPOSAL NUMBER</b>	
FOR CONSIDERATION BY NSF ORGANIZATION UNIT(S) (Indicate the most specific unit known, i.e. program, division, etc.)					<b>0923541</b>	
<b>ECCS - MAJOR RESEARCH INSTRUMENTATION, (continued)</b>						
DATE RECEIVED	NUMBER OF COPIES	DIVISION ASSIGNED	FUND CODE	DUNS# (Data Universal Numbering System)	FILE LOCATION	
01/22/2009	3	07010000 ECCS	1189	072995848	07/14/2009 12:27pm S	
EMPLOYER IDENTIFICATION NUMBER (EIN) OR TAXPAYER IDENTIFICATION NUMBER (TIN)		SHOW PREVIOUS AWARD NO. IF THIS IS <input type="checkbox"/> A RENEWAL <input type="checkbox"/> AN ACCOMPLISHMENT-BASED RENEWAL		IS THIS PROPOSAL BEING SUBMITTED TO ANOTHER FEDERAL AGENCY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, LIST ACRONYM(S)		
820290701						
NAME OF ORGANIZATION TO WHICH AWARD SHOULD BE MADE			ADDRESS OF AWARDEE ORGANIZATION, INCLUDING 9 DIGIT ZIP CODE			
Boise State University			Boise State University 1910 University Drive Boise, ID. 837251135			
AWARDEE ORGANIZATION CODE (IF KNOWN)						
0016162000						
NAME OF PERFORMING ORGANIZATION, IF DIFFERENT FROM ABOVE			ADDRESS OF PERFORMING ORGANIZATION, IF DIFFERENT, INCLUDING 9 DIGIT ZIP CODE			
PERFORMING ORGANIZATION CODE (IF KNOWN)						
IS AWARDEE ORGANIZATION (Check All That Apply) (See GPG II.C For Definitions)		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> FOR-PROFIT ORGANIZATION		<input type="checkbox"/> MINORITY BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS		<input type="checkbox"/> IF THIS IS A PRELIMINARY PROPOSAL THEN CHECK HERE
TITLE OF PROPOSED PROJECT <b>MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research</b>						
REQUESTED AMOUNT \$	PROPOSED DURATION (1-60 MONTHS)	REQUESTED STARTING DATE	SHOW RELATED PRELIMINARY PROPOSAL NO. IF APPLICABLE			
627,185	24 months	07/15/09				
CHECK APPROPRIATE BOX(ES) IF THIS PROPOSAL INCLUDES ANY OF THE ITEMS LISTED BELOW						
<input type="checkbox"/> BEGINNING INVESTIGATOR (GPG I.G.2)			<input type="checkbox"/> HUMAN SUBJECTS (GPG II.D.7) Human Subjects Assurance Number _____			
<input type="checkbox"/> DISCLOSURE OF LOBBYING ACTIVITIES (GPG II.C)			Exemption Subsection _____ or IRB App. Date _____			
<input type="checkbox"/> PROPRIETARY & PRIVILEGED INFORMATION (GPG I.D, II.C.1.d)			<input type="checkbox"/> INTERNATIONAL COOPERATIVE ACTIVITIES: COUNTRY/COUNTRIES INVOLVED (GPG II.C.2.j)			
<input type="checkbox"/> HISTORIC PLACES (GPG II.C.2.j)			_____			
<input type="checkbox"/> EAGER* (GPG II.D.2) <input type="checkbox"/> RAPID** (GPG II.D.1)			<input type="checkbox"/> HIGH RESOLUTION GRAPHICS/OTHER GRAPHICS WHERE EXACT COLOR REPRESENTATION IS REQUIRED FOR PROPER INTERPRETATION (GPG I.G.1)			
<input type="checkbox"/> VERTEBRATE ANIMALS (GPG II.D.6) IACUC App. Date _____ PHS Animal Welfare Assurance Number _____						
PI/PD DEPARTMENT			PI/PD POSTAL ADDRESS			
Electrical and Computer Engineering			1910 University Drive MEC 202F Boise, ID 837251135 United States			
PI/PD FAX NUMBER						
208-426-2470						
NAMES (TYPED)	High Degree	Yr of Degree	Telephone Number	Electronic Mail Address		
PI/PD NAME						
Wan Kuang	PhD	2005	208-426-1021	wankuang@boisestate.edu		
CO-PI/PD						
William B Knowlton	PhD	1998	208-426-5705	bknowlton@boisestate.edu		
CO-PI/PD						
Jeunghoon Lee	PhD	2005	208-426-1574	jeunghoonlee@boisestate.edu		
CO-PI/PD						
Bernard Yurke	PhD	1983	208-426-4825	yurke@lucent.com		
CO-PI/PD						
Tieqiao Zhang	PhD	1999	208-426-1574	tzhang@boisestate.edu		

## CERTIFICATION PAGE

### Certification for Authorized Organizational Representative or Individual Applicant:

By signing and submitting this proposal, the Authorized Organizational Representative or Individual Applicant is: (1) certifying that statements made herein are true and complete to the best of his/her knowledge; and (2) agreeing to accept the obligation to comply with NSF award terms and conditions if an award is made as a result of this application. Further, the applicant is hereby providing certifications regarding debarment and suspension, drug-free workplace, and lobbying activities (see below), nondiscrimination, and flood hazard insurance (when applicable) as set forth in the NSF Proposal & Award Policies & Procedures Guide, Part I: the Grant Proposal Guide (GPG) (NSF 09-1). Willful provision of false information in this application and its supporting documents or in reports required under an ensuing award is a criminal offense (U. S. Code, Title 18, Section 1001).

#### Conflict of Interest Certification

In addition, if the applicant institution employs more than fifty persons, by electronically signing the NSF Proposal Cover Sheet, the Authorized Organizational Representative of the applicant institution is certifying that the institution has implemented a written and enforced conflict of interest policy that is consistent with the provisions of the NSF Proposal & Award Policies & Procedures Guide, Part II, Award & Administration Guide (AAG) Chapter IV.A; that to the best of his/her knowledge, all financial disclosures required by that conflict of interest policy have been made; and that all identified conflicts of interest will have been satisfactorily managed, reduced or eliminated prior to the institution's expenditure of any funds under the award, in accordance with the institution's conflict of interest policy. Conflicts which cannot be satisfactorily managed, reduced or eliminated must be disclosed to NSF.

#### Drug Free Work Place Certification

By electronically signing the NSF Proposal Cover Sheet, the Authorized Organizational Representative or Individual Applicant is providing the Drug Free Work Place Certification contained in Exhibit II-3 of the Grant Proposal Guide.

#### Debarment and Suspension Certification

(If answer "yes", please provide explanation.)

Is the organization or its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency?

Yes

No

By electronically signing the NSF Proposal Cover Sheet, the Authorized Organizational Representative or Individual Applicant is providing the Debarment and Suspension Certification contained in Exhibit II-4 of the Grant Proposal Guide.

#### Certification Regarding Lobbying

The following certification is required for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 and for an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Certification Regarding Nondiscrimination

By electronically signing the NSF Proposal Cover Sheet, the Authorized Organizational Representative is providing the Certification Regarding Nondiscrimination contained in Exhibit II-6 of the Grant Proposal Guide.

#### Certification Regarding Flood Hazard Insurance

Two sections of the National Flood Insurance Act of 1968 (42 USC §4012a and §4106) bar Federal agencies from giving financial assistance for acquisition or construction purposes in any area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the:

- (1) community in which that area is located participates in the national flood insurance program; and
- (2) building (and any related equipment) is covered by adequate flood insurance.

By electronically signing the NSF Proposal Cover Sheet, the Authorized Organizational Representative or Individual Applicant located in FEMA-designated special flood hazard areas is certifying that adequate flood insurance has been or will be obtained in the following situations:

- (1) for NSF grants for the construction of a building or facility, regardless of the dollar amount of the grant; and
- (2) for other NSF Grants when more than \$25,000 has been budgeted in the proposal for repair, alteration or improvement (construction) of a building or facility.

AUTHORIZED ORGANIZATIONAL REPRESENTATIVE		SIGNATURE		DATE	
NAME <b>Karen R Henry</b>		<b>Electronic Signature</b>		<b>Jan 22 2009 6:45PM</b>	
TELEPHONE NUMBER <b>208-426-1571</b>	ELECTRONIC MAIL ADDRESS <b>osp@boisestate.edu</b>			FAX NUMBER <b>208-426-1048</b>	

\* EAGER - EARly-concept Grants for Exploratory Research

\*\* RAPID - Grants for Rapid Response Research

**COVER SHEET FOR PROPOSAL TO THE NATIONAL SCIENCE FOUNDATION**

FOR CONSIDERATION BY NSF ORGANIZATION UNIT(S) - continued from page 1  
(Indicate the most specific unit known, i.e. program, division, etc.)

**DMR - MAJOR RESEARCH INSTRUMENTATION**

Continuation Page

## **MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research**

Boise State University (BSU) proposes to acquire a wide-wavelength-tunable (400–2500 nm), mode-locked, femtosecond laser source and measurement system to enable multidisciplinary research in the College of Engineering and the College of Arts and Sciences. The proposed acquisition consists of a synchronously pumped optical parametric amplifier (OPA) backed by a degeneratively-amplified mode-locked ultrafast Ti:Sapphire laser. The system produces coherent light pulses with a pulse width as short as 100 fs ( $10^{-13}$  s) and a *continuously* tunable wavelength range between 450 nm and 2.5  $\mu\text{m}$ . The laser pulse duration can be adjusted up to 900 fs. The pulse picking capability can offer flexible repetition rate from single shot to 80 MHz, while maintaining the desired pulse energy. The measurement module consists of a CCD-based pump-probe transient spectrometer that can be used as long-scan autocorrelator.

**Intellectual Merit** This acquisition will be easily reconfigured for multiple characterization system such as emission spectroscopy, pump-probe transient spectroscopy, and time-of-flight spectroscopy. The broad spectral tunability coupled with high temporal resolution provides remarkable flexibility to support a diverse array of research topics that represents a unifying theme of nanophotonic devices and materials. The topics to be covered are: (1) ultra-compact, ultra-fast optical processing on a DNA nanobreadboard, (2) photonic crystal slow wave devices, (3) photothermal cancer therapy, (4) characterization of multilayer high- $k$  dielectrics using photon-assisted tunneling, and (5) ultrafast protein conformational change dynamics. This equipment acquisition offers a basic infrastructure upon which a core group of research instrumentation will be built.

**Broader Impact** The equipment acquisition also has a broader impact on graduate and undergraduate education as well as outreach activities. The ECE department has made a concerted effort to build a quantum optics and nanotechnology program, which is the only such program in the state of Idaho. A nucleus of faculty from ECE, Materials Science and Engineering, and Chemistry was formed including three recent faculty appointments. Access to a femtosecond tunable laser system is an essential element for the further development of device and materials research capability in the Boise region, and for the development of graduate programs focusing on leading edge photonic device and materials research at BSU. This acquisition will also augment several existing programs; enhance the infrastructure for undergraduate research and education; advance discovery and understanding while promoting teaching, training and learning; broaden the participation of underrepresented groups; and enhance scientific and technological understanding of the general public. These goals will be pursued by a focus on the involvement of undergraduates in cross-disciplinary research, especially those from underrepresented groups; by a mentoring effort to ensure involved undergraduates consider graduate study in science or engineering fields; by new modules involving the new laser system for several undergraduate and graduate courses; and by several outreach activities involving the Discovery Center of Idaho.

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## MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research

Boise State University (BSU) proposes to acquire a wide-wavelength-tunable (400–2500 nm) mode-locked femtosecond laser source and measurement system to enable multidisciplinary research in the College of Engineering and the College of Arts and Sciences. The proposed acquisition consists of a synchronously pumped optical parametric amplifier (OPA) backed by a degeneratively-amplified mode-locked ultrafast Ti:Sapphire laser. The system produces coherent light pulses with a pulse width as short as 100 fs ( $10^{-13}$  s) and a *continuously* tunable wavelength range between 450 nm and 2.5  $\mu\text{m}$ . The laser pulse duration can be adjusted up to 900 fs. The pulse picking capability can offer flexible repetition rate from single shot to 80 MHz, while maintaining the desired pulse energy. The **intellectual merit** of the acquisition is that the combination of short pulses, high repetition rate, and wide wavelength tunability enables many new characterization techniques for nanophotonic devices and materials research. Techniques of particular use to the involved faculty members are described below:

Emission Spectroscopy: This technique is used to measure the wavelengths of photons emitted by nano-engineered molecules during their transition from an excited state to a lower energy state. The proposed laser system as a pump source can be aligned precisely to the absorption peak of the target materials, increasing pumping efficiency. The narrow spectral width that can be achieved with the proposed system reduces the background noise added to the emission spectrum. Coupled with a CCD-based spectrograph as a part of this acquisition, the system is capable of detecting ultra-low photon emission from the target devices or materials.

Time Resolved Pump-Probe Spectroscopy: This technique is used to characterize energy transfer mechanisms within nanophotonic devices and materials that occur upon irradiation with an ultrashort laser beam. Paired with a CCD-based spectrograph, the technique can also be used for monitoring extremely short-lived optically absorbing states. The system is capable of measuring a transmittance change as small as  $10^{-5}$ .

Time-of-Flight Spectroscopy: The short pulse laser, which can be adjusted down to 100 fs, provides femtosecond resolution for wave propagation measurements. Using a high-resolution automated translation stage with 25 mm of travel, the cross-correlation technique directly measure of group velocity as slow as  $c/540$ . In combination with wide tunable wavelengths, the laser system can simultaneously measure wave dispersion of optical slow-wave waveguides.

Finally, in addition to the exceptional features described above, many options exist that can extend the laser system's capability with minor reconfiguration. The wavelength tuning range can be extended to the UV (200 nm) and the mid-infrared (5  $\mu\text{m}$ ) regime. The pulse width of the laser can be adjusted up to 80 picoseconds with an appropriate Gires-Tournois interferometer mirror. The laser pulses can be synchronized to a reference pulse train from another laser or laboratory equipment. All these capabilities, each of which costs less than \$60K, can further extend the research capabilities in the future. This equipment acquisition offers a basic infrastructure upon which a core group of research instrumentation will be built.

The equipment acquisition also has a **broader impact** on graduate and undergraduate education as well as outreach activities. The Ph.D. program in Electrical and Computer Engineering (ECE) was started in

2006 with solid financial support from Micron Technology. Since then, the ECE department has made a concerted effort to build a quantum optics and nanotechnology program, which is the only such program in the state of Idaho. A nucleus of faculty from ECE, Materials Science and Engineering (MSE), and Chemistry was formed including two recent MSE faculty appointments, Dr. Bernard Yurke (co-PI) and Dr. William Hughes and a Chemistry faculty appointment, Dr. Jeunghoon Lee (co-PI). Several of the PIs (Kuang, Yurke, Lee, and Zhang) have extensive experience with optical characterization, particularly with pulsed laser systems. Access to a femtosecond tunable laser system is an essential element for the further development of device and materials research capability in the Boise region, and for the development of graduate programs focusing on leading edge photonic device and materials research at BSU. This acquisition will also augment several existing programs; enhance the infrastructure for undergraduate research and education; advance discovery and understanding while promoting teaching, training and learning; broaden the participation of underrepresented groups; and enhance scientific and technological understanding of the general public. These goals will be pursued by a focus on the involvement of undergraduates in cross-disciplinary research, especially those from underrepresented groups; by a mentoring effort to ensure involved undergraduates considering graduate study in science or engineering fields; by new modules involving the new laser system for several undergraduate and graduate courses; and by several outreach activities involving the Discovery Center of Idaho.

## I. DESCRIPTION OF THE EQUIPMENT

The system consists of a synchronously pumped OPA backed by a degeneratively-amplified mode-locked ultrafast Ti:Sapphire laser and a pump-probe transient spectrometer. Figure 1 shows the diagram of the optical characterization system with the proposed equipment acquisitions labeled in bold. The parts in the dashed boxes are the existing components from PIs' lab that will be integrated into the system.

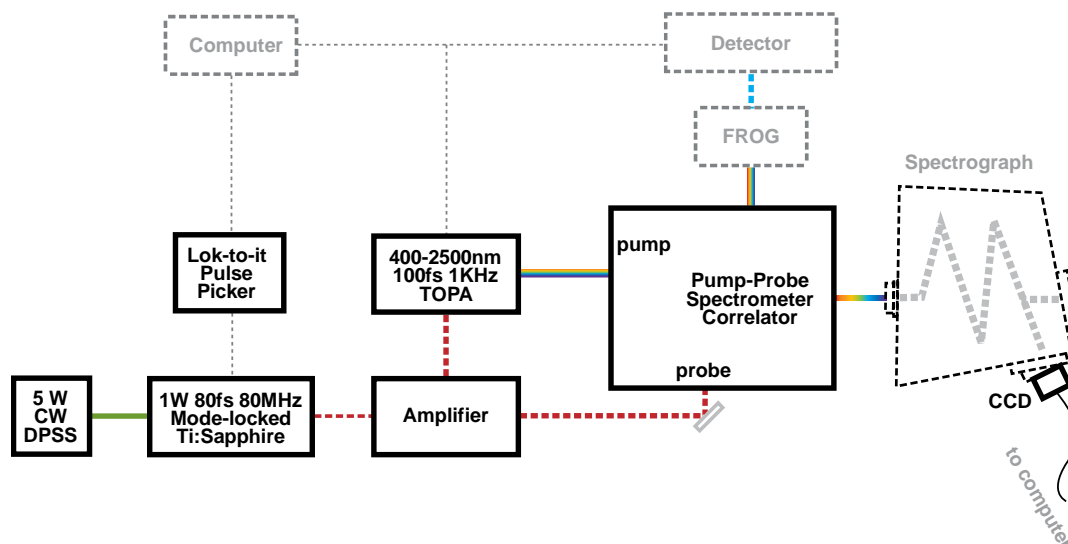


Figure 1. A schematic diagram for the optical characterization system with the proposed equipment acquisition shown in bold.

*a. Ultrashort Ti:Sapphire Mode-Lock Laser:* The pump source for femtosecond Ti:Sapphire laser is a 5 W continuous wave (CW) diode-pumped solid state (DPSS) laser with a exceptional power stability of  $\pm 1\%$ ,

a beam pointing stability of  $< 2 \mu\text{rad}/^\circ\text{C}$ , and an extremely low *rms* optical noise level of less than 0.04%. This system ensures high power stability of Ti:Sapphire laser. An average output power of approximately 1 W is produced, which is fed to a degenerative amplifier. A unique l-track prism movement enables excellent beam pointing as the laser is tuned. The use of slits for wavelength selection in femtosecond operation, combined with advanced dispersion compensation allows unusually wide pulse duration adjustment over the femtosecond range from 80 fs to 900 fs. The laser pulses can be synchronized to other lasers or laboratory equipment that actively stabilizes cavity length. The same electronics also provide high-speed input that can be used to slave the laser to a reference pulse train from another laser.

**b. Synchronously Pumped Optical Parametric Amplifier:** An OPA is synchronously pumped by the degeneratively-amplified femtosecond mode-lock pulse laser (Section I.a) to generate extremely broad continuous tuning femtosecond pulses with a single set of optics. The wavelength coverage spans from 400 nm to 2500 nm, and it can be expanded to 210 nm to 5  $\mu\text{m}$  in the future. This low noise and high stability operation are a significant improvement to the existing Q-switched OPO sources. They are generally pumped with nanosecond pulses from a triply-pumped Q-switched laser. Their output linewidth is often large, and the pulse-to-pulse fluctuations are significant, since a pulsed OPO often has insufficient time during a pulse to settle to the steady state, and is thus relatively strongly influenced by noise [1]. All operational and wavelength tuning features are automatically controlled by the built-in computer, which can be interfaced to other equipment using a GPIB interface. Because temperature and cavity length stabilization are both automatically controlled through the microprocessor in the electronic module, it is capable of fully automated wavelength scans. The front panel allows a direct access to a variety of control menus for setup and scan information, output power, wavelengths, and other operational parameters.

**c. Pump-Probe Transient Spectrometer:** The pump-probe spectrometer can be used for monitoring extremely short-lived optically absorbing states and modulation of optical devices. The experimental time window ranges from femtoseconds to nanoseconds. The spectrometer includes data acquisition software and the hardware is available for user modification.

**d. Long Scan Autocorrelator:** The high-resolution 25 mm automated translation stage in the pump-probe transient spectrometer is simultaneously a part of long scan autocorrelator. It is a versatile diagnostic tool for measuring the pulse shape and durations of ultrafast laser pulses. Autocorrelators are capable of measuring pulse widths from both high repetition rate (MHz) oscillators and low repetition rate (kHz) amplifiers in the visible and IR wavelength range in combination with high performance optical power meter. The PI (Kuang) will donate his existing Newport optical power meter 2935 and broad area power and energy detectors. The autocorrelator is capable of a total time delay of greater than 160 ps with 25 fs resolution. This makes it a valuable tool for investigating sidebands and satellites of laser pulses, which may contain significant amounts of the total pulse energy and interfere with complex time-domain signals associated with pump-probe experiments. In contrast to the commercially available autocorrelators, which have a clear aperture of a few mm, the long scan autocorrelator is suitable for beam sizes of up to 10 mm. The dynamic range of the detection system allows contrast measurements up to 7000:1.

## II. RESEARCH ACTIVITY BENEFITED FROM THE ACQUISITION

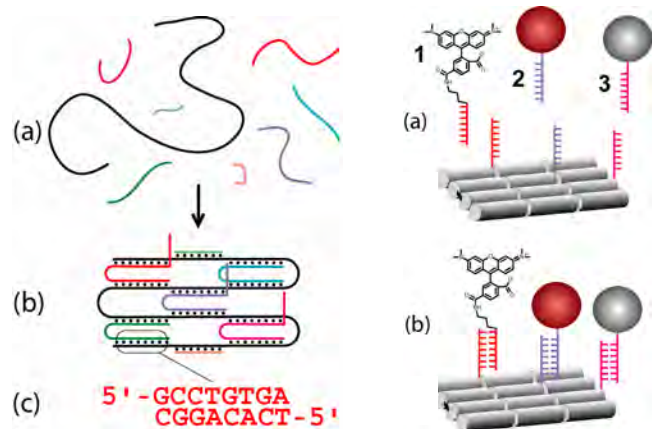
The acquisition of a tunable femtosecond mode-locked laser system at BSU will have a positive impact on research for participating faculty from across campus. As described in Section I, the wide wavelength

tunability, short pulse duration, and high repetition rate provide novel optical characterization techniques for photonic devices and materials characterization. These new capabilities enable PIs and their collaborators either to expand the scope of the current research (Section II.2, II.4, II.5) or to explore and engineer novel photonics devices and materials (Section II.1, II.3). In the following, brief descriptions of the research projects that would be significantly strengthened by the proposed instrumentation are provided. In particular, the unique capability this proposed acquisition brings to the research is outlined for each project.

### 1. Ultra-compact, ultra-fast, optical processing on DNA nanobreadboards (Yurke, Lee, Kuang, Knowlton, Hughes)

This project explores the behavior of optical systems consisting of nanoscale components *precisely* positioned in complex configurations on sheets of DNA. Using DNA-based self-assembly, components such as dye molecules, quantum dots, and metallic nanoparticles will be positioned within a few nanometers of each other – a length scale that is an order of magnitude smaller than that which can be accessed with current lithographic techniques. The transfer of optical excitations between components packed at such ultra-high densities can occur on picosecond or femtosecond time scales. Optical processing done at these ultra-short length and time scales may become competitive with electronic computation even for number crunching applications, and may enable quantum computing [2]. DNA-based self-assembly is a batch process that allows for the construction of trillions of identical optical systems at once. Distributed in a support matrix these DNA-based optical systems could form metamaterials with high optical functionality. Because the behavior of complex ultra-compact ultra-fast optical systems is largely unexplored we plan to pursue both experimental and theoretical research to survey the range of phenomena that such systems may exhibit and the types of devices that this technology may produce.

Figure 2 shows how a DNA nanobreadboard is constructed using an assembly technique called DNA origami [3]. As shown in Figure 2 (a), a long strand of DNA (black) is mixed in solution with short DNA strands (colored). The short strands bind at specific places with the long strand causing it to fold into a designed object, as shown in (b). Dots indicate where bonding between the long strand and the short strands occurs. As indicated in (c), this bonding results from complementary base pair interactions where each A and C from one strand respectively pairs with a T and G from the other strand. The 5' labels follow standard chemical notation and indicate that the strands have antiparallel alignment. The genomic DNA of the M13 bacteriophage, which can be viewed as possessing a random but known base sequence, is usually employed as the long strand. The short strands are synthetically manufactured and are commercially available. In



**Figure 2. DNA nanobreadboard self-assembly.**



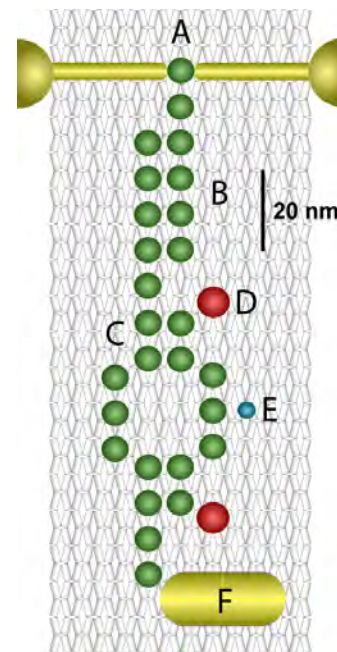
**Figure 3. An AFM image of a DNA-origami structure superimposed, to scale, on an SEM image of eight gold nanowires.**

Figure 2 (b) some of the staple strands have sections (drawn extending vertically) that do not bind with the long strand. These serve as sticky tags to which objects having DNA of complementary base sequence can bind. This process is illustrated in Figure 2 where the DNA origami is depicted as a raft of cylinders, each representing a double helix formed when complementary strands bind. In (a), 1, 2, and 3 respectively depict a dye molecule (not to scale), a quantum dot, and a metal nanoparticle, attached to a DNA strand. Such constructs are easily fabricated. Differing colors indicate differing DNA base sequences. In solution these constructs will attach to the complementary tags on the DNA origami, as shown in (b). Figure 3 shows the AFM image of a DNA origami structure, produced by Rothemund [3], superimposed on an SEM image of 20 nm gold wires. The origami rectangle is ~100 nm in length. The patterns are produced by DNA protrusions out of the origami surface similar to the DNA tags of Figure 2. It is immediately evident that, with DNA origami, matter can be arranged in arbitrarily complex predefined patterns with nanometer feature size. DNA origami serves as a nanobreadboard onto which nanoscale components can be readily mounted by self-assembly.

The kinds of optical systems that can be created with DNA origami is largely unexplored, which is not surprising given that this assembly technique is only two years old [3]. Figure 4 is intended to be suggestive of the many possible systems we will explore both experimentally and theoretically. The circular objects represent quantum dots or dye molecules. The gold objects represent wires or plasmon waveguides created by fusing arrays of metallic nanoparticles into continuous conductors using electrodeless metal deposition.

In Figure 4, *A* is an electroluminescent light source consisting of a quantum dot (green) placed between two gold nanowires [4]. *B* is an excitation transmission line in which energy is transferred from one quantum dot or dye molecule to the next through near field coupling. A two-row transmission line is depicted. Radiation losses can be suppressed in such transmission lines by exciting the antisymmetric mode. Optical transmission lines consisting of single rows of dyes [5] or quantum dots [6] have been made. *C* is an excitation beam splitter consisting of a combination of four dyes or quantum dots. *D* is a quencher dye (red) serving as a termination for the unused port of the beam splitter. *E* is an interferometer, the right arm of which has a quantum dot or dye molecule (blue) that when excited induces phase shifts in the interferometer via the ac-Stark effect. Such an interferometer could function as an optical switch. *F* is a plasmon antenna coupling excitations to free space electromagnetic radiation.

The pulsed femtosecond laser system of this MRI, with its ability to do emission spectroscopy, time-resolved pump-probe spectroscopy, time-of-flight spectroscopy, and its ability to enable other optical characterization techniques, is crucial to the success of this research directed toward using DNA-directed bottom-up self-assembly of ultra fast nanoscale optical devices. It will provide an excitation source and the chief diagnostic tools with which to characterize the performance of these nanoscale devices.

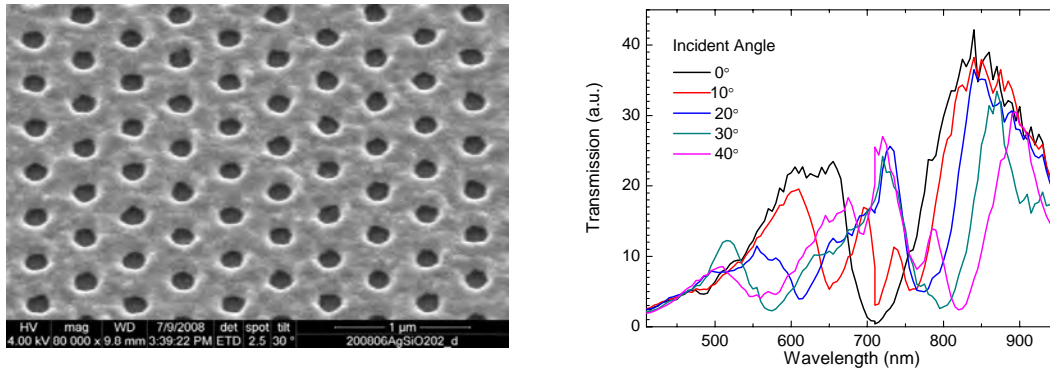


**Figure 4. Nanoscale integrated optics on a DNA nanobreadboard.**



## 2. Photonic Crystal Slow Wave Device (Kuang, Yurke)

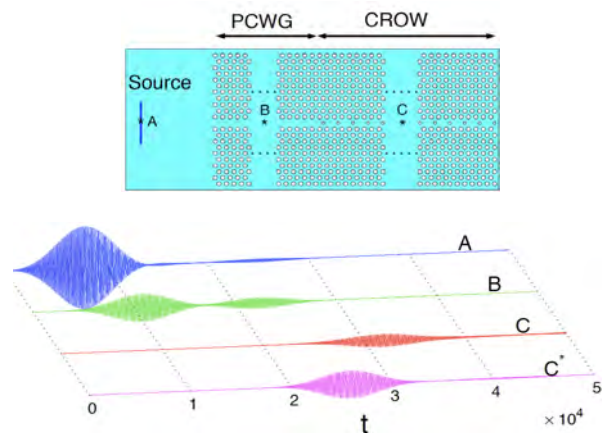
The performance of electronic circuits in high-speed communications is becoming increasingly limited. Photonic crystal plasmonic waveguides provide an effective solution to this problem by implementing optical communication systems on a chip scale [7] [8]. Surface plasmon polaritons (SPP) are surface electromagnetic waves that are trapped at the interface between a metal and a dielectric because of their interaction with the free electrons of the conductor. In this interaction, the free electrons respond collectively by oscillating in resonance with the light wave. The resonant interaction between the surface charge oscillation and the light leads to a strongly localized (usually within 20 nm) electromagnetic field inside the metal. Hence, the energy density is enhanced and is the highest at the metal-dielectric interface.



**Figure 5. SEM image of nanostructured Ag film on fused silica and optical transmission of  $p$ -wave as a function of incident angle for this film. The increased transmission is due to the excitation of surface plasmon polariton modes on the Ag film.**

Many authors [9] [10] [11] as well as the PI's group [12] have shown that extraordinary optical transmission can be achieved through a perforated Ag film. Figure 5 shows the surface plasmon enhanced optical transmissions through a 100 nm Ag film on silica perforated with holes in a 420 nm triangular lattice. The transmission is a function of incident wavelength and angle as dictated by SPP resonance condition. This measurement was made at BSU with tunable optical parametric oscillator pumped by a triple-harmonic Q-switch YAG laser. The fluctuation of the transmittance is due to the inherent energy fluctuation of such a system since a pulsed OPO often has insufficient time during a pulse to settle to the steady state and thus is strongly influenced by noise [1]. The proposed ultrafast tunable laser will substantially alleviate this issue because it increases energy stability by 5-10 times.

Light guiding has recently been demonstrated [13] [14] on closely spaced metal nanoparticles. The localized Mie plasmons transfer energy through the near field coupling between the plasmon-polariton modes of the neighboring nanoparticles [15]. In addition to sub-micron field confinement, the ap-



**Figure 6. Simulated electromagnetic wave propagation along a photonic crystal (PCWG) and a coupled resonant optical waveguide (CROW), recorded at the point A, B, and C. A five-fold decrease in group velocity can be achieved by introducing the coupled resonator in the linear defect.**

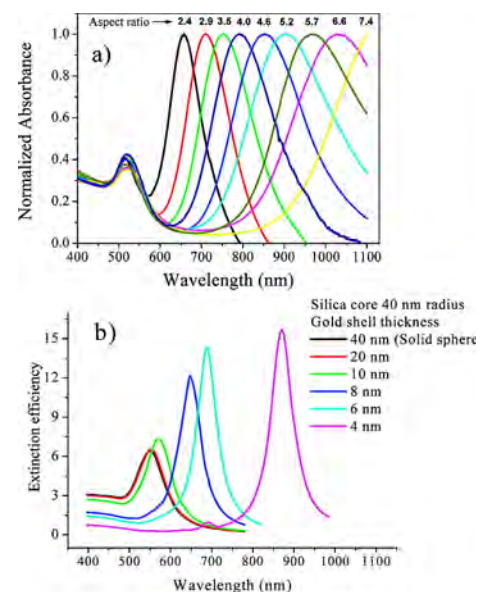
peal of photonic crystal waveguides lies in its ability to engineer the group velocity. Numerical simulations [16] [17] [18] [4] [19] have shown that photonic crystal waveguides can slow the propagation of the guided mode to less than two orders of magnitude of that in the vacuum. There have been significant efforts in employing photonic crystal slow-wave waveguides as a tunable delay line and optical intensity modulators. For example, Figure 6 shows a full-wave 3-D finite difference time domain simulation of electromagnetic field propagation along photonic crystal waveguides [16]. A Gaussian source at *A* excites the propagation mode of a photonic crystal linear defect waveguides as detected at *B* and *C*. The introduction of a coupled resonator along the linear defect leads to a five-fold decrease in group velocity, as shown in *C\** which maintains the same distance from *B* as *C*.

Experimentally, many attempts [18] [19] [20] [21] [22] have been made to characterize the group velocity of linear photonic crystal waveguides. However, a complete and direct measurement of group velocity has yet to be demonstrated. Many of them [4] [19] [21] [22] measure the waveguide transmission and extrapolate the group velocity from the spectral oscillation of the transmission due to Fabry-Perot interference between waveguide facets. This method requires that the group velocity remains constant within the wavelengths of a full Fabry-Perot period. Because slow group velocity is usually associated with high group velocity dispersion, this limits the indirect method to group velocity no slower than  $c/8$ . To characterize waveguides of slower velocity, a direct time-of-flight approach is necessary. This measurement cannot be accomplished by traditional Q-switched OPO systems. Such systems have a wide nanosecond pulse, a large output linewidth, and a high pulse-to-pulse fluctuation. The proposed tunable laser system provides a 100-fs resolution and a total-time-delay of 160-ps capability through a cross-correlation frequency-resolved optical gating (FROG) technique. This capacity results in a measurable group velocity of as low as  $c/540$  for a typical photonic crystal waveguides of 100  $\mu\text{m}$  long.

### 3. Photothermal Cancer Therapy (Lee, Yurke)

Photothermal cancer therapy (PCT) is a non-invasive and localized treatment technique in which plasmonic metal nanoparticles (NPs) convert light into heat to kill cancer cells [23] [24]. Since localized high-intensity laser radiation provides the energy for the ablation of cancer cells, this technique has a potential to be a very efficient treatment for certain types of cancer. Near infrared (NIR, 700 – 1000 nm) irradiation is used in this technique because biological tissues are transparent at this wavelength range. Hence gold NPs engineered to absorb in the NIR wavelengths, such as nanorods [24], nanoshells [23], and nanocages [25], (Figure 7) are used for the PCT. To specifically target the NPs and to minimize the dose of NPs, antibodies are conjugated to the NP surface.

A great deal of progress has been made in the synthesis of gold NPs with various sizes and shapes for PCT. Most of the efforts have been expended on tuning the optical properties of NPs to increase the heat generation and to functionalize them with a variety of antibodies or folates to target different types



**Figure 7. Absorption spectra of a) gold nanorods and b) gold nanoshells having different aspect ratios and shell thicknesses. Adapted from [24].**

of cancer. What is largely unexplored in these studies, however, is the physics of heat generation [26]. Both continuous wave (CW) and pulsed lasers are used in current studies and their comparative merits are still being debated [23] [25]. A wide range of irradiation power and time is used without any standardized means to compare between different parameters.

We propose to perform a detailed investigation on the heat generation from both gold nanorods and gold nanoshells by controlling parameters such as laser pulse duration, power, and emission wavelength. These irradiation variables will be tested in conjunction with innate optical properties which depend on the structure of NPs. The main objective of the study is to answer the questions regarding (1) what is the best type of laser (CW or pulsed) and how does this parameter affect the heating, and (2) are the optimal parameters for one type of NPs also the same for another type of NPs? The acquisition of the NIR tunable pulsed laser is essential for carrying out these studies because the irradiation parameters need to be precisely tune.

This research will be conducted by measuring global temperature increase of laser-irradiated metal NP solutions or by measuring transient local heating near a NP using local temperature indicators such as the melting of duplex DNA attached to the NP. The pulse duration, power, and wavelength of laser will be varied to optimize the heat generation. Shorter pulse duration is expected to cause larger increase in temporal temperature, and shorter intervals will prevent heat dissipation. We will identify optimal pulse parameters for a given irradiation power for different NP systems. These results will provide not only the insight into the actual mechanism of the heat generation but also design rules for the most efficient metal NP heat generators.

As described above, laser light source with tunable emission wavelengths in the NIR range is essential for the photothermal cancer therapy research. In addition, having a laser that can generate femtosecond pulses will help determine the fundamental photophysics of heat generation by metal nanoparticles, which is currently under debate in the scientific community.

#### **4. Characterization of Multilayer High-k Dielectrics Using Photon-Assisted Tunneling (Knowlton, Kuang)**

The semiconductor industry has seen a substantial increase of new materials, beyond that of Si and SiO<sub>2</sub>, introduced into ICs during the last decade. This trend has led to a proliferation of novel devices such as metal-oxide-semiconductor (MOS) devices that incorporate high dielectric constant (k) materials into the gate oxide stack. Incorporating high k dielectric materials into MOS devices was driven mainly by high leakage currents observed in sub 2 nm SiO<sub>2</sub> gate oxides in MOS devices [27] [28] [29] [30]. Many MOS device configurations are based on multilayer materials. The novel devices include MOSFETs with new gate dielectric and channel materials, nonvolatile memory (NVM) devices and multilayer dielectric capacitors. The gate stack complexity increases due to the multilayers of dielectrics and semiconductors or metal nanoparticles. A resulting challenge is the ability to characterize defects and their effect on the insulative properties of the gate stack. The carrier transport properties of the gate stack are complex compared to single layer SiO<sub>2</sub> gate stacks. We have created several multilayer band diagram programs coupled with transport experiments at cryogenic temperatures to deconvolute defect mediated transport mechanisms. However, to elucidate defect energy levels that facilitate transport, we propose to use photon assisted tunneling. The addition of a tunable laser coupled with our cryogenic system and high fidelity electrical characterization system would provide cryogenic-based optoelectrical measurement capabili-



ties such as photon assisted tunneling. This unique configuration would provide the means to perform other optoelectrical characterization techniques including trap photodepopulation [31] [32] [33], photoinjection [33] (interfacial photoemission [31] [33] [34] [35]), internal photoemission [36], and photon-assisted tunneling [37] [38] measurements. Furthermore, the unique combined capability of a continuously tunable wavelength range between 450 nm and 2.5  $\mu\text{m}$  and ultra short pulses with a high repetition rate enables time resolved photon assisted tunneling, a technique particularly well suited for defect identification. Given these capabilities, distinctive characterization of new multilayer dielectric films is possible which would further our collaboration with Prof. John Conley at Oregon State University.

### 5. Ultrafast protein conformational change dynamics (Zhang, Lee)

Protein conformational changes are very important for biochemists as proteins often fulfill their functions through conformational changes. Details and dynamics of protein conformational changes therefore are desired to understand protein functioning mechanisms. Femtosecond time-resolved spectroscopies are powerful tools for researches on proteins since they can reveal detailed information of the dynamics of conformational change with very high temporal resolution.

The proposed purchase of a femtosecond tunable laser will greatly facilitate the co-PI's research at Boise State University. The co-PI has extensive experience with various femtosecond time-resolved spectroscopies [39] [40] [41] and has successfully utilized femtosecond time-resolved spectroscopy to investigate protein conformation dynamics [39], excited state dynamics [40], and electron transfer processes [41]. The current research is to investigate the conformational change process of a gene transcriptional activator protein – CooA and its binding and unbinding process with diatomic messenger molecules, such as CO and NO. The co-PI will utilize the laser to investigate the early stage of the deactivation process of CooA.

CooA is a gene transcriptional activator protein, found in photosynthetic bacterium, *R. Rubrum* [42]. CooA has a heme group, to which a messenger molecule can bind. The binding of a messenger molecule will switch the protein from 'inactive' state to transcriptional 'active' state. Due to its unique function and structure, CooA is a representative protein of heme proteins, which are an important category of proteins known for their feature of ligand-heme interaction. Although being very important, the activation mechanism and the accompanying conformation change process of CooA remains a mystery. Photoexcitation of the porphyrin plane of CooA with a femtosecond laser pulse will trigger the release of the messenger molecule and the deactivation conformational change process. Following that, a femtosecond IR probe pulse will reveal the dynamics of the conformational change. The wavelength tuning ability gives us a large coverage of the spectrum, therefore a more complete picture of the whole process. The co-PI also plans to utilize the new laser to investigate energy conversion processes of photo-irradiance on nanoparticles and the optimization of the parameters controlling the processes toward designed forms of energy, such as sound or heat.

### III. RESULTS FROM PRIOR NSF SUPPORT

*a. NSF-DMS-0506468, \$896,280, 9/01/2005-8/31/2008, "Coarse-Graining DNA Energy Landscapes for the Analysis of Hybridization Kinetics",* Recipients: Niles Pierce (Caltech), Hideo Mabuchi (Caltech), Erik Winfree (Caltech) and **Bernard Yurke** (Now at Boise State University). As part of the activity of this grant, Bernard Yurke has made regular visits to Caltech to collaborate with members of Erik Winfree's group on topics involving the investigation of chemical reaction kinetics of DNA-based catalytic systems. He has

assisted in building apparatuses, collecting data, data analysis, and theory work. A major accomplishment was the construction of a catalytic DNA based system that was markedly improved over a previously reported system. This work was published in G. Seelig, B. Yurke, and E. Winfree, "Catalyzed Relaxation of a Metastable DNA Fuel." *J. Am. Chem. Soc.* **128**, 12211 (2006) A second major accomplishment was the construction of an entropy driven catalytic system that turned out to be remarkably robust and that can be easily cascade into networks that exhibit a variety of nonlinear chemical kinetic behavior and chemical amplification functions. This work was published in D. Y. Zhang, A. J. Turberfield, B. Yurke, and E. Winfree, "Engineering Entropy-Driven Reactions and Networks Catalyzed by DNA," *Science* **318**, 1121 (2007).

**b. NSF-CCF-0622046, \$480,000, 9/01/2006-08/30/2009, "Toward Universal Bottom-UP Nanofabrication with DNA,"** Recipient: **Bernard Yurke** (Now at Boise State University). This grant is in the process of being transferred from Alcatel-Lucent to Boise State University. Under this grant the nanofabrication facilities at Bell Laboratories were used to fabricate nanoscale electrode structures suitable for guiding DNA origami chips to specific locations on a semiconductor chip using dielectrophoresis. In collaboration with P. Törmä's group, then at the University of Jyväskylä in Finland, nanoscale electrode structures were also fabricated and dielectrophoresis experiments were performed to demonstrate the placement of DNA origami on semiconductor surfaces. Part of this work was carried out by Anton Kuzyk, then a graduate student in Törmä's group, and Bernard Yurke during a two month stay at Caltech for which Erik Winfree had generously provided use of his laboratory. The conditions under which dielectrophoresis could be used to place DNA origami between electrodes on a semiconductor chip were mapped out. This work was published in A. Kuzyk, B. Yurke, J. J. Toppari, V. Linko, and P. Törmä, "Dielectrophoretic Trapping of DNA Origami," *Small* **4**, 447 (2008). Since joining the faculty at Boise State University, in collaboration with William Knowlton, William Hughes, Wan Kung and Junghee Lee, Bernard Yurke has set up an experimental program to continue the work promised in the grant. Currently there are two graduate students and five undergraduate students doing work supporting this project. They have successfully constructed DNA origami structures and this work has recently been presented as a poster INBRE conference held in Boise, Idaho [43].

**c. DMR-0502551, \$235,593, 5/01/2005-4/30/2007, "NSF-Europe Materials Collaboration: Micromechanics of Magnetic Shape-Memory Alloys",** Recipient: P. Müllner, **W.B. Knowlton**, A. Punnoose. As part of this project, Dr. Müllner spent six weeks in 2005 together with Mike Hagler (undergraduate student, BSU) and presented two posters at the Workshop on Magnetic Shape Memory Alloys [44] [45]. Dr. Müllner spent two weeks in 2006 together with David Carpenter (graduate student, BSU) in Switzerland collaborating with scientists at ETH Zurich. Ni-Mn-Ga alloys with additions of dysprosium were produced and characterized using optical microscopy, scanning electron microscopy, and x-ray fluorescence spectroscopy. Single crystals were grown from several alloys. Magnetomechanical experiments were performed and the structure of Ni-Mn-Ga single crystals was analyzed using high-resolution transmission electron microscopy and electron diffraction. In 2005, ETH Zurich donated two testing machines for magnetomechanical experiments to BSU for the use of Dr. Müllner. The instruments were shipped in summer and installed at BSU in Fall 2005. This work resulted in three publications [46] [47] [48]. A graduate student, Markus Chmielus performed cyclic magnetomechanical experiments for his Masters Thesis. The results were presented at the European Materials Research Societies Fall Conference, September 16-20, 2007 [49] and are submitted for publication in a peer refereed journal.

d. NSF-0530139, \$100,000, 10/1/05- 9/30/06, "New Bachelor's Degree in Materials Science & Engineering", Recipient: A. Moll, S.Y. Chyung, P. Müllner, W.B. Knowlton, J. Hampikian. This program developed reusable learning objects that cover fundamental aspects of mechanical properties in Materials Science & Engineering. The modules are being used in ENGR 245 Introduction to MSE and will be used for review for students enrolled in MSE 312 Mechanical Behavior of Materials. The reusable learning objects are web based and made freely available to anyone. A biomaterials display was created for the Discovery Center of Idaho as part of the "Under Your Skin" exhibit. The display included posters on different materials used for surgical implantations, and undergraduate students performed demonstrations using this material at the Discovery Center. In addition, a research experience for freshman and sophomore students with an interest in Materials Science and Engineering has been developed. Six students are sponsored in our research laboratories where they are paired with senior level undergraduates or graduate students and are performing research.

#### IV. BROADER IMPACT

This project will take advantage of the specific strengths of Boise State and augment several existing programs in order to enhance the infrastructure for both research and education, advance discovery and understanding while promoting teaching, training and learning, broaden the participation of underrepresented groups, and enhance scientific and technological understanding of the general public. These goals will be pursued by a focus on involving undergraduates in cross-disciplinary research, especially those from underrepresented groups, a mentoring effort to ensure involved undergraduates consider graduate study in science or engineering fields, new modules involving the new laser system for several undergraduate and graduate courses, and several outreach activities involving the Discovery Center of Idaho.

##### **Academic Programs Supported by the Proposed Instrumentation**

The acquisition of a Vis-NIR tunable femtosecond laser system will not only augment the research efforts of the primary faculty users, it will also enhance academic programs across the university. As part of the activities of this program, new modules, based on the use of the new system will be created for several graduate and undergraduate courses. In the College of Engineering, the PIs constitute the nucleus of the ECE Ph.D. program on quantum optics. This program is the only coordinated effort in this area carried out in the higher education system of Idaho. The proposed system is an excellent demonstration tool for the graduate course, EE 682 *Quantum Electronics*. Many of the important physics and engineering fundamentals such as stimulated emission, rate equation, optical amplification, and mode-locking are revealed by the system. As a term project, the students will analyze the design of mode-locking and optical parametric amplification involved in the proposed system. The instrumentation will make a significant contribution to the mentoring of Ph.D. students.

In addition, a new laboratory will be developed for MSE 404L *Materials Characterization Laboratory*. This course is required for all Materials Science and Engineering undergraduate students. The students will use the new system to characterize a set of nanofabricated materials. The laser can be used as a molecular ruler where the student would observe the change in fluorescence as the distance between a donor quenched dye pair is modified by the application of heat. A new one credit course, Advanced Topics in Nanotechnology is being taught for the first time in the spring semester of 2009 by the co-PIs (Yurke, Hughes). In this course, students explore recent research in the field of nanotechnology. The course

tracks the recent progress in the research areas of the PIs involved in this program.

### **Undergraduate Student Research Involvement**

The scope of the students' participation in research is unique at Boise State University. Undergraduate students play an important role in the lab, such as taking measurements, performing data analysis, brainstorming, and ensuring equipment maintenance. In addition, as they gain experience, they transition to taking the lead role on research projects. Each student presents their results and listens to the results of others at weekly group meetings. An emphasis is placed on encouraging the students to author or co-authored refereed articles for conferences and journals [49] [46]. The yearly undergraduate research conference held at Boise State University provides another valuable opportunity for the students to present their research. Students have presented papers at conferences, for example, IEEE WMED [50] [51], AAAS Pacific annual meeting [12], Gordon Research Conference [48] and workshops [44] [45] [52]. More than half of the undergraduate students in the PIs' group have gone on or expressed the intention to pursue graduate studies. With the funding of this program, the PIs will continue and expand the level of undergraduate student involvement, to include, for example, authoring or co-authoring on peer-reviewed journal articles and presenting at national conferences.

Boise State also has a unique student body. More than 25% of the undergraduate students in engineering are non-traditional students, defined as older than 25 years. These students often bring a unique skill set to the research laboratory as they often have significant work experience in construction trades (electrician, plumbing, carpentry and welding) or they may have military experience. In addition, many of our students come from rural Idaho where access to education in science and engineering is limited.

The PIs have a strong track record of actively recruiting and including underrepresented and underutilized groups in their research, both at the graduate and undergraduate level. In the last 9 years, over 40 undergraduates have participated in research. In addition, each PI regularly sponsors a Senior Design team to work in the laboratory. The PIs participate in programs emphasizing educating underrepresented groups such as the McNair Scholar Program and the Upward Bound Program. Students for this project will be recruited from these two programs.

### **Cross-Disciplinary Research**

Key to this proposal is the unique collaborative effort that has been established between the PIs. Students in the research group work with more than one PI and weekly research group meetings are attended by all the PIs and all the students. A major focus of this program will be the education of graduate and undergraduate students in the interdisciplinary fields of nanotechnology of biomaterials and electronic materials, physical and electrical characterization, modern optics, and computational modeling.

Results will be disseminated broadly via conference presentations, posters, papers and journal articles and local events. Over 90% of the PIs' publications include graduate student primary or co-authors and at least 50% include undergraduate authors. Graduate and undergraduate students participating in this program will be authors and co-authors in the plan for disseminating the results of this program.

### **Outreach through Informal Science Education**

As part of this project, several new demonstrations will be developed for use at the Discovery Center of Idaho (DCI), located in Boise and a short walk from the Boise State campus. Dr. Moll, senior personnel

on this grant has been very active in Informal Science Education and has established a strong collaboration with the Discovery Center. She will facilitate the creation of the demonstrations and scheduling them with the DCI staff. The PIs will provide technical advice for the development and review of the demonstrations and they will be presented on the floor of DCI by the students involved in the project.

Lasers are a common and important tool often found in everyday life yet poorly understood by the general public. Interactive, hands-on demonstrations will be created. One possibility is to engage visitors in the use of a laser device to measure the bedrock constant of our physical world, the speed of light. Another possibility is to demonstrate the use of lasers in characterizing materials by observing the different fluorescence behavior of different nanomaterial. In doing so, the visitor will gain an appreciation for the properties of laser light that make it such a prolific enabler of new sciences and technologies from surgical tools to optical tweezers and data encoding, laser printers, distance measurement, scanning force microscopes and hand-held pointers. In commemoration of the 50th anniversary of the laser invention in 1960, background material for the demonstration will also feature the history of the laser, highlighting a series of historical development from Albert Einstein in 1917 until the first demonstration by Theodore Maiman.

## **V. MANAGEMENT PLAN AND FUTURE FUNDING**

The goal of this acquisition is to bring advanced optical characterization capability to Boise State University. This capability will contribute significantly to the development of the Ph.D. program in quantum electronics at the department of Electrical and Computer Engineering. Since the beginning of the Ph.D. program in 2006, an interdisciplinary team of faculty nucleates in this area that includes a physicist, electrical engineer, photonics engineer, materials scientist, and chemist have collaborated in this area. The proposed acquisition also provides many novel materials characterization techniques that will benefit many researchers in the state of Idaho, as described in the Section II. The management plan ensures a successful installation, training, long-term operation, and maintenance of the system. To achieve this, a management committee will be formed, consisting of the PIs of this proposal and the facility manager of the College of Engineering. The committee will meet bi-weekly to discuss the progress of the purchase and the installation, to determine the user policy, and to advance teaching and research collaboration.

Boise State University has already committed to provide the required laboratory space and to cover expenses for renovation of existing facilities to meet the installation requirements. A plan is in place to remodel a laboratory for the new equipment. The project is managed by the State of Idaho Department of Public Works (DPW) and is targeted for completion in the summer 2009. The total cost of the renovation is budgeted at \$400,000. An approximately 700 square feet optical characterization lab at the Engineering and Technology building ET 104B is a part of the remodeling plan. The discussion with the architect and the University facility management is already in progress. This new lab space is to accommodate the laser system's power, vibration, ambient, purging gas, and cooling water requirement.

The vendor will provide an extensive 3-week training course on the operation of the system. The PI and co-PIs and at least two students will be trained on the system. The proposed tunable ultrashort laser system is a versatile, multifunctional, and multipurpose equipment that can be reconfigured to make many types of optical characterization measurement, including autocorrelation, time-of-flight spectroscopy, pump-probe spectroscopy, and emission spectroscopy. Therefore, the training and certification of the

users is an important process to maintain the operation of the equipment. Several PIs involved in this acquisition have had extensive optical characterization experience. Yurke is an expert in quantum optics as well as in DNA nanotechnology, Lee is an expert in nanoparticle synthesis and modification, Kuang is an expert in plasmon devices, Zhang is an expert in dynamic properties of materials. Kuang and Yurke will compile a booklet on the established optical characterization techniques and create a series of seminar-style courses to provide a formal training. At the end of the courses, all participants are required to pass a written qualification exam. An 80-hour period of supervised operation will be mandated, after which, the users will be assessed for their qualifications. Qualified users will be granted access to the equipment under the restriction of general use. The advanced user who intends to develop an alternative characterization technique must be approved by the management committee and supervised by one of the PIs. This training and certification process will be developed into a standard operating procedure for all future users. The ECE Department has committed to provide a 100% graduate research assistant for the project (see support letter). In addition to conducting his or her own research, the research assistant will also be responsible for training new users, assisting with teaching and mentoring.

Table 1 shows the timeline for the equipment acquisition and support. The proposal seeks two-year funding \$627,185 capital spending from NSF. BSU will provide support for graduate student and laboratory remodeling (see support letter).

Pre-fund	Year 1		Year 2	
Laboratory remodeling (BSU)				
	Equipment Purchase (NSF)			
		Equipment installation (NSF)		
			Publications	
	Graduate student training and support (BSU)			

**Table 1. Timeline of the project**

Besides the training and certification of the users, the proposed tunable laser system itself requires very minimal maintenance. Other than electricity, parts of the system require UHP grade N<sub>2</sub> purging gas for normal operation. This requirement has been taken into account in the laboratory remodeling. Compressed gas cylinders will be piped through the overhead equipment rack to the Ti:Sapphire laser. The normal lifecycle for nonlinear crystals and pump sources are over 10,000 hours. The replacement of those components can be done without on-site service from the manufacturer. This significantly reduced the cost of maintenance for the life of the system. The estimated cost for the system maintenance is \$4000 per year excluding utility cost. The budget includes a full manufacturer’s warranty for the first two years. The cost of future service contracts and technical support will be covered by budget line items from participating PIs’ future research proposals. Each project is expected to bring in at least \$2000 per year as a line item for support of the tunable laser system. This prognosis is based on the 5 existing active faculty with experience on a similar system and corresponding research activities (see technical section II). The access to the equipment is otherwise free for PIs and certified students. The management committee will be responsible for overseeing the budget and the submission of proposals with budgeted maintenance

costs by the users.

The time allocation of this shared resource is based on need. Considering the amount of time that would be required for optical alignment and measurement, each user generally requests a continuous segment of equipment hours, from a few days to a month. This time reservation procedure will be done through the existing management software operated by BSU micro-fabrication lab. In rare circumstances, exception can be made to the reservation with the approval of the committee. The management committee will also promote the external use of the equipment through collaborations. PIs are encouraged to collaborate with researchers outside the university. In some cases, external personnel can have direct access to the equipment after being trained and certified. The approval of such usage will be studied on a case-by-case basis in the management committee.

## **VI. SUMMARY**

The proposed instrument includes a multi-stage cascaded lasing system comprising a solid-state pump and seed laser, a regenerative amplifier, and a synchronous OPA. The source will provide ultrafast (100 fs) pulses covering the spectral region from visible to near-infrared spectral region and a white light continuum. The measurement module consists of a CCD-based pump-probe transient spectrometer that can be used as long-scan autocorrelator. This acquisition will be easily reconfigured for multiple characterization techniques such as emission spectroscopy, pump-probe transient spectroscopy, time-of-flight spectroscopy. The broad spectral tunability coupled with high temporal resolution provides remarkable flexibility to support a diverse array of research topics that represents a unifying theme of nanophotonic devices and materials. These studies constitute highly interdisciplinary projects and will benefit a large number of graduate students across chemistry, physics, materials science, and electrical engineering.

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- [46] *Nanomechanics of orthorhombic Ni-Mn-Ga martensite.* **Müllner, P., et al.** 481-482, 2008, *Materials Science and Engineering A*, pp. 66-72.
- [47] *Magnetoplasticity and nano-magneto-mechanics of magnetic shape-memory alloys.* **Müllner, P., et al.** 2006. Materials Research Society Conference.
- [48] *Nano-magneto-mechanics of ferromagnetic shape memory alloy single crystals and thin films.* **Hagler, M., et al.** 2006. Gordon Research Conference.
- [49] *Training, constraints, and high-cycle magneto-mechanical properties of Ni-Mn-Ga magnetic shape-memory alloys.* **Chmielus, M., et al.** 2008, *The European Physical Journal – Special Topics*, Vol. 158, pp. 79-85.
- [50] *On the Nature of Self-Assembled Biomolecular Nanowires for Sensor Applications.* **Araujo, D., et al.** 2007. Workshop on Microelectronic Devices. pp. 49-50.
- [51] *Preliminary Study of NOR Digital Response to Single pMOSFET Dielectric De-gradation.* **Gorseth, T. L., et al.** 2006. Workshop on Microelectronic Devices. pp. 31-32.
- [52] *Multi-scale finite difference time domain method for optical devices and systems.* **Kuang, W. and Knight, D.** 2006. Idaho NASA EPSCoR conference.

## CURRICULUM VITAE - WAN KUANG

Assistant Professor  
 Department of Electrical and Computer Engineering  
 Boise State University  
 1910 University Drive  
 Boise, ID 83725-2075  
 Tel: (208) 426-1021; Fax: (208) 426-2470  
 Email: wankuang@boisestate.edu

*a. Education*

Chongqing Univ. of Post and Telecom	Electrical Engineering	BSEE	1997
Chongqing Univ. of Post and Telecom	Electrical Engineering	MSEE	2000
University of Southern California	Electrical Engineering	Ph.D.	2005

*b. Professional Experience*

2005-Now	Assistant Professor	Boise State University
2001-2005	Research Assistant	University of Southern California
2000-2001	Teaching Assistant	University of Southern California
1997-2000	Research Assistant	Chongqing University of Post and Telecom, China
1996-1997	Undergraduate Research Study	Chongqing University of Post and Telecom, China

*Awards*

- Hwawei Distinguished Student and Scholar Award (1998-2000)
- Alumni Fellowship (1994-1997)

*c. Publications (10 recent and relevant publications)*

- 1) Wan Kuang, Woo Jun Kim, John O'Brien, *Finite-Difference Time Domain Method for Non-orthogonal Unit Cell Two-Dimensional Photonic Crystals*, Photonics Technology Letters, **25**, 2612 (2007).
- 2) Cory Sparks and Lincoln Bollschweiler and Wan Kuang, *Development of Metallic Periodic Structures for Surface Plasmon Polariton Sensor*, 88th annual meeting of the AAAS, Pacific Division (2007).
- 3) M. H. Shih, Mahmood Bagheri, Adam Mock, S. J. Choi, J. D. O'Brien, P. D. Dapkus, and Wan Kuang, *Identification of Modes and Single Mode Operation of Sapphire-Bonded Photonic Crystal Lasers under Continuous-Wave Room Temperature Operation*, Appl. Phys. Lett. **90**, 121116 (2007)
- 4) John O'Brien, Wan Kuang, Jiang-Rong Cao, Min-Hsiung Shih, Po-Tsung Lee, Mahmood Bagheri, Adam Mock and W K Marshall, *Photonic crystal microcavity lasers*, J. Phys. D: Appl. Phys. **40**, 2671-2682 (2007)
- 5) M. Shih, W. Kuang, T. Yang, M. Bagheri, Z.-J. Wei, S.-J. Choi, L. Lu, J. O'Brien, P. D. Dapkus, *Experimental Characterization of the Optical Loss of Sapphire-Bonded Photonic Crystal Laser Cavities*, Photonics Technology Letters, **18**(3), 535-537 (2006)

- 6) M. H. Shih, Wan Kuang, Adam Mock, Mahmood Bagheri, E. H. Hwang, J. D. O'Brien, and P. D. Dapkus, High-Quality-Factor Photonic Crystal Heterostructure Laser, *Appl. Phys. Lett.* **89**, 101104 (2006)
- 7) Wan Kuang, Woo Jun Kim, Adam Mock, and John O'Brien, Propagation Loss of Line-Defect Photonic Crystal Slab Waveguides, *J. Opt. Soc. Am. B*, **23** (2006)
- 8) Wan Kuang, J. R. Cao, Sang-Jun Choi, John D. O'Brien, and P. Daniel Dapkus, *Modified Suspended Membrane Photonic Crystal D3 Laser Cavity with Improved Side Mode Suppression Ratio*, *Photonics Technology Letters*, **17**(5), 941-943 (2005)
- 9) Wan Kuang, J. R. Cao, T. Yang, S. J. Choi, P.-T. Lee, J. D. O'Brien, and P. D. Dapkus, *Classification of Modes in Suspended Membrane 19-Missing-Hole Photonic Crystal Microcavities*, *J. Opt. Soc. Am. B*, **22**(5), 1092-1099 (2005)
- 10) J. R. Cao, Zhi-Jian Wei, Wan Kuang, Sang-Jun Choi, Haixia Yu, John D. O'Brien, and P. Daniel Dapkus, *Sapphire-Bonded Photonic Crystal Microcavity Lasers and Their Far-Field Radiation Patterns*, *Photonics Technology Letters*, **17**(1), 4-6 (2005)

*d. Synergistic Activities*

- Journal and conference reviewer: *Photonics Technology Letters*, *Optics Communications*, *Optics Letters*, *IEEE Transactions on Nanotechnology*, *IEEE Journal of Lightwave Technology*, *IEEE International Conference on Communication Systems 2006*, *Inland Northwest Research Alliance symposium 2007*
- Boise State University residential college faculty coordinator
- Inland Northwest Research Alliance symposium 2007 session chair
- Professional membership: IEEE, IEEE-LEOS, IEEE-EDS, OSA, APS, SPIE

*e. Collaborators and Other Affiliations*

**e.(i) Collaborators:** Dr. Jiang-rong Cao (Cannon Inc.), Dr. P. Daniel Dapkus (University of Southern California), Dr. Molly Gribb (Boise State University), Dr. Amit Jain (Boise State University), Dr. William Knowlton (Boise State University), Dr. Amy Moll (Boise State University), Dr. John O'Brien (University of Southern California), Dr. Alex Punnoose (Boise State University), and Dr. David Ting (Jet Propulsion Lab), Dr. Tian Yang (Harvard University)

**e.(ii) PI's Graduate Advisors:** Graduate Advisor: Dr. John O'Brien, Department of Electrical Engineering - Electrophysics, University of Southern California; Dissertation Committee: Dr. P. Daniel Dapkus, Dr. Steven Haas, Dr. William Steier, and Dr. Allen Willner (University of Southern California)

**e.(iii) PI's Graduate Advisees:** Todd Plume (MS, ECE), Bradley Seewald (MS, CS), Curtis Cahoon (MS, ECE), Richard Southwick III (Ph.D., ECE)

**William B. Knowlton****Professional Preparation**

Sacramento City College, Math, Science & Engineering, A.A., 1990  
 University of California at Berkeley, Materials Science & Engineering, B.S., 1992  
 University of California at Berkeley, Materials Science & Engineering, M.S., 1995  
 University of California at Berkeley, Materials Science & Engineering, Ph.D., 1998

**Appointments**

**2004-Present:** Associate Professor, *Dept. of Electrical and Computer Engineering, Boise State University*  
**2004-Present:** Associate Professor, *Dept. of Materials Science and Engineering, Boise State University*  
**2004-Present:** Affiliate Professor, *Dept. of Materials Science and Engineering, University of Idaho*  
**2005-Present:** Affiliate Member, *Mountain States Tumor & Medical Research Inst., St. Luke's Boise, ID*  
**2003-Present:** Grad Program Coordinator, *Dept. of Materials Science & Engineering, Boise State Univ.*  
**2000-2004:** Assistant Professor of Electrical Engineering, *Boise State University*  
**1998-2000:** Member of the Technical Staff, *Insight Analytical Labs, Co. Springs, CO*  
**1997-1998:** Research Intern, *Hewlett Packard Laboratories, Palo Alto, CA*  
**1993-1998:** Research Assistant, *Lawrence Berkeley National Lab., Berkeley, CA*  
**1996:** Teaching Assistant, *Dept. of Materials Science and Engineering, U.C. Berkeley*  
**1991-1993:** Undergraduate Assistant, *Lawrence Berkeley National Lab., Berkeley, CA*  
**1989-1990:** Research Assistant, *National Renewable Energy Laboratory, Golden, CO*  
**1988-1989:** Laboratory Assistant, *Lab. of Energy Related Health Research, U.C. Davis*  
**1987-1988:** Senior Engineer's Assistant, *Rainin Research Co., Emeryville, CA*  
**1981-1986:** Head Geophysical Field Technician, *ARCO Exploration & Tech Co, Dallas, TX*

**Selected Publications (related)** (\*:grad student author; \*\*: undergrad author)

Richard G. Southwick III\* and William B. Knowlton, *Stacked Dual Oxide MOS Energy Band Diagram Visual Representation Program*, Invited Paper, IEEE Transactions on Device and Materials Reliability, **6**(2) (2006) p. 136-145.

D. Estrada\*\*, M. L. Ogas\*, R. G. Southwick III\*, P. M. Price\*\*, R. J. Baker, W. B. Knowlton, *Impact of Single pMOSFET Dielectric Degradation on NAND Circuit Performance*, Microelectronics Reliability, **48**(3) (2008) p. 354–363.

J. Jozwiak, R. G. Southwick III\*, V. N. Johnson\*\*, W. B. Knowlton, and A. J. Moll, *Integrating through-wafer interconnects with active devices and circuits*, IEEE Transactions on Advanced Packaging, special issue on wafer level packaging, Digital Object Identifier: 10.1109/TADVP.2007.906235, **31**(1) (2008) p. 4-13.

P. M. Lenahan, B. Knowlton; J.F. Conley, B. Tonti, J. Suehle, and T. Grasser., *Introduction to the Special Issue on the 2007 International Integrated Reliability Workshop*, IEEE Transactions on Device and Materials Reliability, **8**(3) (2008) p. 490.

K. M. Reddy, R. Benson\*, Z. Clark\*\*, R. Hansen\*, J. Hays\*, A. Thurber\*\*, M. H. Engelhard, V. Shutthanandan, S. Thevuthasan, W. B. Knowlton and A. Punnoose, *On the Room Temperature Ferromagnetism of  $Zn_{1-x}Cr_xO$  Thin films Deposited by Reactive Co-sputtering*, Solar Energy Materials & Solar Cells, **91**, (2007) pp. 1496–1502.

**Selected Publications (other significant publications)** (grad student author; \*\*: undergrad author)

P. Müllner, Z. Clark\*\*, L. Kenoyer, W. B. Knowlton, and G. Kostorz, *Nanomechanics of orthorhombic Ni-Mn-Ga martensite*, Materials Science and Engineering A, Digital Object Identifier:10.1016/j.msea.2006.12.215, **481–482** (2008) p. 66–72.

John F. Conley, Jr., Yuan Chen, Bill Knowlton, Tim Sullivan, and Bill Tonti, *Guest Editorial: Introduction to the Special Issue on the 2005 International Reliability Workshop*, IEEE Transactions on Device and Materials Reliability, **6**(2) (2006) p. 115-116.

M. Chmielus\*, V.A. Chernenko, W.B. Knowlton, G. Kostorz, and P. Müllner, *Training, constraints, and high-cycle magneto-mechanical properties of Ni-Mn-Ga magnetic shape-memory alloys*, The European Physical Journal – Special Topics. **158**, 79-85 (2008).

## Biographical Sketch - William B. Knowlton

- D. Araujo\*, P. Price\*\*, J. Brotherton\*\*, K. Coonse\*, R. G. Southwick III\*, A.J. Moll, J.T. Oxford, and W.B. Knowlton, *On the Nature of Self-Assembled Biomolecular Nanowires for Sensor Applications*, presented at the Workshop on Microelectronic Devices (Boise, Idaho; April 20, 2007) p. 49-50.
- Z. Clark\*\*, W. B. Knowlton, P. Müllner and G. Kostorz, *Nano-magneto-mechanics of Ni-Mn-Ga Heusler alloys*, 2005 Workshop on Magnetic Shape Memory Alloys, (Ascona, Switzerland, Sept. 11-16, 2005)
- Moll, A.J. and W.B. Knowlton, *What do you do with a B.S. in Materials Science and Engineering?*, The Journal of Materials Education, 24, 15-22 (2002).

**Invention Disclosures:**

*DNA-based nanomechanical memory element*, with Bernard Yurke (Co-Inventor, Materials Science & Engineering-BSU), submitted November/December 2007, (invention disclosure).

*Multi-state memory and multifunctional device based on magnetic shape-memory alloys*, with Peter Mullner (Co-Inventor, Materials Science & Engineering-BSU), submitted 2006, (provisional patent – Foreign filing - 2007).

*Electrochemical Deposition Method Utilizing Microdroplets of Solution*, with Dale Russell (Co-Inventor, Chemistry-BSU), submitted 2003 (patent pending – US & Foreign filing - 2006).

*Field Portable Electrochemical Sensor for Uranium and Other Actinides*, with Dale Russell (Co-Inventor, Chemistry-BSU), submitted 2003 (patent pending – US & Foreign filing - 2006).

**Synergistic Activities**

- Guest Editor – IEEE Transactions on Device and Materials Reliability (2006 & 2008)
- Technical Committees & Session Chair (2002 – present) & Management Committee (2002 – 2005, 2008), IEEE International Integrated Reliability Workshop
- Symposium Organizer & Session Chair on Materials Education, Materials Research Society 2002
- Materials Science & Engineering Program - Co-originator of 5 programs and department, currently Co-Coordinator of Graduate Admissions (2000-present)
- Student Nominated Teaching Awards: *2007 College of Engineering for Professor of the Year; 2004 ECE Professor of the Year; 2004 & 2008 Honored Faculty Member; Nominations – 2006 College of Engineering for Professor of the Year, 2005 University Foundation Scholar Award for Teaching;*
- Developed & Coordinate BSU Hewlett Foundation Program - *Undergraduate Research Opportunities for Retention of Freshman Engineering Students Grant/Scholarship (2004-2005), ORA Faculty Research Associate (2005-2006)*
- Proposal, Journal & Book Reviewer – *The Petroleum Research Fund, Appl. Phys. Lett., IEEE TDMR, J. Appl. Phys., J. Vac. Sci. & Tech., & Wiley Intersci. - IEEE Press*
- Member - *MRS; IEEE; APS, ASEE*

**Collaborators and Other Affiliations****List of PI's Collaborators (2004-present)**

Prof. A. Moll (BSU-MSE), S. Kumar (CMI), Prof. C. Hanna (BSU-Physics), Prof. J. Baker (BSU-EE), Prof. P. Lenahan (Penn State), Prof. J. Oxford (BSU-Biology), Dr. A. Haggag (Motorola), Prof. A. Punnoose (BSU, Physics), Prof. P. Müllner (BSU, MSE), Prof. E. Aston (U. Idaho), Dr. G. Bersuker (SEMATECH, USA), Prof. D. Butt (BSU, MSE), Prof. W. Kuang (BSU, ECE), Prof. M. Frary (BSU, MSE), Prof. A. Jain (BSU, CS), Prof. D. Russell (BSU-Chemistry), Prof. J. Conley (Oregon State), Dr. Y. Chen (JPL), Dr. T. Sullivan (IBM), Dr. B. Tonti (IBM), . Dr. J. Suehle (NIST), and T. Grasser (T.U. Vienna)

**List of PI's Graduate Advising and Thesis Committee** (all at Univ. California, Berkeley)

Advisor: Prof. E. E. Haller (MSME), Prof. C. Hu (EECS), Prof. M. S. T. Bukowinski (Geophysics)

**List of PI's Graduate Advisees (Master students unless otherwise noted)**

Thesis Committee Chair or Research Advisor: Betsy Cheek (EE), Russell Benson (EE), Robert Hanson (EE), Timothy Lawrence (EE), Megan Kane (MSE), Rex Oxford (MS&E, Ph.D. U ID), Michael Ogas (EE), Richard Southwick III (EE), Hieu Bui (EE), William McNeil (MSE), David Araujo (MSE)

## Jeunghoon Lee

Assistant Professor, Dept. of Chemistry & Biochemistry, Boise State University, Boise, ID 83725  
Tel: (208) 426-3473; Fax: (208) 426-3027; E-mail: jlee@chem.boisestate.edu

### (i) Professional Preparation

Seoul National University	Chemical Technology	BS, 1994
Seoul National University	Chemical Technology (Polymer Engineering)	MS, 1996
University of Connecticut	Polymer Science	Ph. D, 2005
Northwestern University	Chemistry	Postdoc, 2005-08

### (ii) Appointments

2008-present	Assistant Professor, Dept. of Chemistry, Boise State University, Boise, ID.
2005-2008	Postdoctoral Fellow, Dept. of Chemistry, Northwestern University, Evanston, IL.
1999-2005	Graduate Research Assistant, Polymer Program, University of Connecticut, Storrs, CT.
1994-1996	Graduate Research Assistant, Dept. of Chemical Technology, Seoul National University, Seoul, Korea.

### (iii) Publications

1. **J. Lee**, W. Hasan, and T. W. Odom, "Tuning the Thickness and Orientation of Single Au Pyramids for Improved Refractive Index Sensitivities", *J. Phys. Chem. C*, published online ASAP.
2. **J. Lee**, W. Hasan, C. Stender, and T. W. Odom, "Pyramids: A Platform for Designing Multifunctional Plasmonic Particles", *Acc. Chem. Res.* (2008), 41(12), 1762-1771.
3. J. Henzie, **J. Lee**, M.-H. Lee, W. Hasan, and T. W. Odom, "Nanofabrication of Plasmonic Structures", *Ann. Rev. Phys. Chem.*, accepted.
4. K. Shuford, **J. Lee**, T. W. Odom, and G. C. Schatz, "The Optical Properties of Pyramidal Shell Nanoparticles", *J. Phys. Chem. C* (2008), 112(17), 6662-6666.
5. **J. Lee**, J. Henzie, T. W. Odom, "Manipulating the Optical Properties of Individual and Arrays of Gold Nanopyramids" in *Nanostructures in Electronics and Photonics*, Ed. F. Rahman, World Scientific Publishing Co., Singapore (2008).
6. **J. Lee**, W. Hasan, M.-H. Lee, T. W. Odom, "Optical Properties and Magnetic Manipulation of Bi-Material Nanopyramids", *Advanced Materials* (2007), 19(24), 4387-4391.
7. W. Hasan, **J. Lee**, J. Henzie, T. W. Odom, "Selective Functionalization and Spectra Identification of Gold Nanopyramids", *Journal of Physical Chemistry C* (2007), 111(46), 17176-17179.
8. **J. Lee**, B. Yang, R. Li, T. Seery, F. Papadimitrakopoulos, "Poly(Allyl amine) Encapsulated CdSe Nanocrystals", *Journal of Physical Chemistry B* (2007), 111(1), 81-87.
9. C. Srinivasan, **J. Lee**, F. Papadimitrakopoulos, L. Silbart, D. Burgess, "Intracellular Trafficking of Plasmid DNA using Semiconductor Quantum Dot Probe", *Molecular Therapy* (2006), 14(2), 192-201.
10. S. Kim, B. Yang, S. Hou, **J. Lee**, F. Papadimitrakopoulos, "DNA-assisted monolayer immobilization of 2D opaline arrays", *Advanced Functional Materials* (2006), 16(12), 1590-1598.
11. R. Li, **J. Lee**, D. Kang, Z. Luo, M. Aindow and F. Papadimitrakopoulos, "Band-Edge Photoluminescence Recovery from Room-Temperature Synthesized Zinc Blende CdSe Nanocrystals", *Advanced Functional Materials* (2006), 16(3), 345-350.
12. R. Li, **J. Lee**, F. Papadimitrakopoulos, M. Aindow, D. Horspool, "Thermally-Assisted Bottleneck Etching of CdSe Nanocrystal by Amines", *Journal of the American Chemical Society* (2005), 127(8), 2524-2532.
13. D. Kang, **J. Lee**, F. Papadimitrakopoulos, M. Aindow, "Cd<sub>2</sub>P<sub>2</sub>Se<sub>6</sub> Nanolens formed at a Water-Air Interface", *Journal of Materials Science Letters* (2005), 40(15), 4097-4100.
14. D. Kang, **J. Lee**, F. Papadimitrakopoulos, M. Aindow, "Assembly of CdSe Nanocrystals into Well-Ordered Monolayers with Strong Crystallographic Texture", *Philosophical Magazine Letters* (2003), 83(9), 569-574.
15. R. G. Ispasoiu, Y. Jin, **J. Lee**, F. Papadimitrakopoulos, T. Goodson, III. "Two-photon Absorption and

- Photon-number Squeezing with CdSe Nanocrystals*”, Nano Letters (2002), 2(2), 127-130.
16. **J. Lee**, M. Mathai, F. Jain, F. Papadimitrakopoulos, “*Layer-by-layer growth of CdSe-based nanocrystal light-emitting diodes*”, Journal of Nanoscience and Nanotechnology (2001), 1(1), 59-64.
  17. A. Vasiliev, M. Aindow, J. Lee, F. Papadimitrakopoulos, F. Jain, “*Crystallographic description for nanoparticle assemblies - application to cadmium selenide clusters*”, Materials Research Society Symposium Proceedings (2001), 635 (Anisotropic Nanoparticles), C4.37/1-C4.37/4.
  18. R. G. Ispasoiu, **J. Lee**, F. Papadimitrakopoulos, T. Goodson III, “*Surface effects in the fluorescence ultra-fast dynamics from CdSe nano-crystals*”, Chemical Physics Letters (2001), 340(1,2), 7-12
  19. J. Jang and **J. Lee**, “*Effect of Imidization Temperature on the Adhesion of Polyimide to Aluminum*”, Journal of Applied Polymer Science (1996), 62(2), 199-205

(iv) **Synergistic Activities**

- Safety Committee, Institute of Materials Science, University of Connecticut, 2001-2002
- Secretary, Society for Plastics Engineers (SPE) UConn chapter, 2000-2001
- Member, Mini Development Grant Committee, College of Arts and Sciences, Boise State University, 2008-2009
- Reviewer, Journal of Physical Chemistry
- Reviewer, Macromolecules

(v) **Collaborators**

Dr. Diane Burgess, School of Pharmacy, University of Connecticut, Storrs, CT  
 Dr. Robert Chatterton, School of Medicine, Northwestern University, Evanston, IL  
 Dr. William Hughes, Dept. of Materials Science and Engineering, Boise State University, Boise, ID  
 Dr. Faquir Jain, Dept. of Electrical and Computer Engineering, University of Connecticut, Storrs, CT  
 Dr. William Knowlton, Dept. of Materials Science and Engineering, Boise State University, Boise, ID  
 Dr. Wan Kuang, Dept. of Electrical and Computer Engineering, Boise State University, Boise, ID  
 Dr. Teri W. Odom, Dept. of Chemistry, Northwestern University, Evanston, IL  
 Dr. Fotios Papadimitrakopoulos, Dept. of Chemistry, University of Connecticut, Storrs, CT  
 Dr. Bernard Yurke, Dept. of Materials Science and Engineering, Boise State University, Boise, ID



## Biographical Sketch – Bernard Yurke

**Bernard Yurke****Professional Preparation**

B.S., University of Texas at Austin, 1975  
 M.A., University of Texas at Austin, 1976  
 Ph.D., Physics, Cornell University, 1983

**Appointments**

**2007-Present:** Associate Professor, *Dept. of Electrical and Computer Engineering, Boise State University*  
**2007-Present:** Associate Professor, *Dept. of Materials Science and Engineering, Boise State University*  
**2004-present:** Visiting Scientist California Institute of Technology  
**2001-present:** Visiting Scientist, Rutgers University, Dept. of Mechanical and Aerospace Engineering  
**2006-2007:** Distinguished Member of Technical Staff, Bell Laboratories, Microsys. & Nanotech. Res. Dept.  
**2003-2004:** Moore Distinguished Scholar, California Institute of Technology  
**2002-2005:** Distinguished Member of Technical Staff, Quantum Information and Optics Research Dept.  
**2001-2002:** Distinguished Member of Technical Staff, Materials Research Depart.  
**1987-2001:** Distinguished Member of Technical Staff, Bell Laboratories, Optical Physics Research Dept.  
**1982-1987:** Member of Technical Staff, Bell Laboratories, Optical Physics Research Dept.

**Selected Publications (related)**

Kuzyk A, Yurke B, Toppari, JJ, Linko V, Törmä P, "Dielectrophoretic trapping of DNA origami," *Small* 4: 447-450 (2008).  
 Zhang DY, Turberfield AJ, Yurke B, Winfree E, "Engineering entropy-driven reactions and networks catalyzed by DNA," *Science* 318: 1121-1125 (2007).  
 Gavish U, Yurke B, and Imry Y, "Quantum noise minimization in transistor amplifiers," *Physical Review Letters* 96: Art. No. 133603 (2006).  
 Turberfield AJ, Mitchell JC, Yurke B, Mills Jr. AP, Blakey MI, Simmel FC, "DNA fuel for free-running nanomachines," *Physical Review Letters* 90 (11): Art. No. 118102 (2003).  
 Yurke B, Turberfield AJ, Mills, Jr. AP, Simmel FC, Neumann JL, "A DNA-fuelled molecular machine made of DNA," *Nature* 406 (6796): 605-608 (2000).

**Selected Publications (other significant publications)**

K. Jahne, B. Yurke and U. Gavish, "High-fidelity transfer of an arbitrary quantum state between harmonic oscillators," *Physical Review A*, 75 [1] Article Number 010301 (2007).  
 B. Yurke and E. Buks, "Performance of cavity-parametric amplifiers, employing Keff nonlinearities, in the presence of two-photon loss," *Journal of Lightwave Technology*, 24 [12] 5054-5066 (2006).  
 R. E. Slusher and B. Yurke, "Squeezed light," *Scientific American*, 258 [5] 50-& (1988).  
 R. E. Slusher, P. Grangier, A. LaPorta, B. Yurke, and M. J. Potasek, "Pulsed squeezed light," *Physical Review Letters*, 59 [22] 2566-2569 (1987).  
 P. Grangier, R. E. Slusher, B. Yurke, and A. LaPorta, "Squeezed-light enhanced polarization interferometer," *Physical Review Letters*, 59 [19] 2153-2156 (1987).  
 B. Yurke, "Squeezed-state generation using a Josephson parametric-amplifier," *Journal of the Optical Society of America B – Optical Physics*, 4 [10] 1551-1557 (1987).

**Invention Disclosures (selected):**

*DNA-based nanomechanical memory element*, with Bernard Yurke (Co-Inventor, Materials Science & Engineering-BSU), submitted November/December 2007, (invention disclosure).  
 Lanzerotti, LD; McCall, SL; Yurke, B, "Integrated Optics," United States Patent No. 5,351,261, dated September 27, 1994.  
 Yurke, B, "Methods and apparatus for a multi-electrode micromechanical optical modulator," United States Patent No. 5,646,772, dated July 8, 1997.  
 Mills, Jr., AP; Yurke, B, "Data Transmission using DNA Oligomers," United States Patent No. 6,537,747, dated March 25, 2003.  
 Mills, Jr., AP; Yurke, B, "Nanomachines Fueled by Nucleic Acid Strand Exchange," United States Patent No. 6,696,285, dated February 24, 2004.

## Biographical Sketch – Bernard Yurke

**Synergistic Activities**

- Proposal, Journal & Book Reviewer – *NSF, Israel Sci. Found., APL, PRL, PRA, PRE, PLA, PNAS, Chem. Revs., J Mod. Optics., J. Opt. Soc. Am. B, Nature, Euro. Lett., Opt. Comm., Opt. Lett.*
- Vice-President, Int'l Soc. for Nanoscale Sci., Computation & Engineering (ISNSCE), Jan. 2008.
- Member, Program Committee, Int'l Meeting on DNA Computing, 2000-2001, 2006, 2008
- Member, Organizing Committee, "Biomimic Polymers and Gels," Mat'ls Research Society, Fall 2005.
- Co-chair, Biological Nanostructures Panel at NIH BECON Symp. on Nanosci. & Nanotech., June 2000.
- **Fellow:** American Physical Society, 1997; Optical Society of America, 1997; AAAS, 2001.
- **Max Born Award**, Optical Society of America, 2001
- Member - *MRS; IEEE; APS, ASEE*

**Collaborators and Other Affiliations****List of PI's Collaborators (2004-present)**

Prof. A. Moll (BSU-MSE), Prof. W. Kuang (BSU, ECE), Prof. W. Knowlton (BSU, ECE, MSE), Prof. W. Hughes (BSU, MSE) Prof. J. Lee (BSU, Chem), Prof. A. Jain (BSU, CS)

**PI's Graduate Ph.D. Advsor**

Advisor: Prof. David M. Lee (Cornell)

**List of PI's Graduate Advisees**

- Postdoctoral Fellows Supervised:
  1. Movshovich, Roman, Squeezed state generation using Josephson parametric amplifiers, Bell Laboratories, Murray Hill, NJ, October 1987 – October 1989.
  2. Dogterom, Marileen, Force generation and centrosome positioning by microtubules, Bell Laboratories, Murray Hill, NJ, November 1994 – November 1996.
  3. Simmel, Fredrich C., DNA-based molecular motor design, Bell Laboratories, Murray Hill, NJ, February 2000 – January 2002.
- Co-Advisor in Ph.D. Thesis:
  1. Lin, David C., "Design and Properties of a New DNA-Crosslinked Polymer Hydrogel," Rutgers University, Piscataway, NJ, May 2005.
  2. Chippada, Uday, "Characterization of bifunctional DNA-hydrogel," Rutgers University, Piscataway, NJ, in progress.
  3. Jiang, Frank, (Biomedical Engineering), "DNA-based biomaterials for axonal regeneration," Rutgers University, in progress.
- Supervisor on M.S. Thesis:
  1. Chuang, Isaac L., "The Dynamics of Strings, Monopoles, and Texture in Nematic Liquid Crystals," 1991, Electrical Engineering, Massachusetts Institute of Technology. Work performed as an intern at Bell Laboratories, June, 1990 – December, 1990.
  2. Hieu Bui, "DNA origami of optoelectronic nanoparticles, 2008-present (co-advised with W. Knowlton & W. Hughes)

## Tieqiao Zhang

## Professional Preparation

Jilin University	Physics	B.S.	1993
Jilin University	Physics	M.S.	1996
Peking University	Optics	Ph.D.	1999

## Appointments

2007-Present	Assistant Professor, Department of Physics, Boise State University, Boise, ID
2004-2007	Research Fellow, National Institutes of Health, Bethesda, MD
2002-2004	Postdoctoral Fellow, University of Texas at Austin, Austin, TX
1999-2002	Japan Society for the Promotion of Science Postdoctoral Fellow, Japan Advanced Institute of Science and Technology, Ishikawa, Japan

## Relevant Publications

1. **T. Zhang**, I.V. Rubtsov, H. Nakajima, S. Aono, and K. Yoshihara  
"Ligation and Dissociation Dynamics of CO in a Mutant of Transcriptional Regulator CooA: a Femtosecond Infrared Absorption Study"  
**Biochemistry**. 45 (2006) 9246.

## Other Significant Publications

1. **T. Zhang**, S. N. Danth, J. Xie, D. Hu, P. Lu, K. Li.  
"Live Cell Imaging of the Endocytosis and the Intracellular Trafficking of Multifunctional Lipid Nanoparticles"  
**Proc. of SPIE**. 6095 (2006) 62.
2. **T. Zhang**, Y. J. Lee, T. W. Kee, P. F. Barbara.  
"The geminate recombination of the solvated electron-cation pair in isoctane"  
**Chem. Phys. Lett.** 403 (2005) 257.
3. Y. J. Lee, **T. Zhang**, T. W. Kee, P. F. Barbara.  
"Kinetics of Electron Attachment to Reverse Micelles: Size Dependence"  
**J. Phys. Chem. B**. 108 (2004) 5175.
4. D. K. Palit, **T. Zhang**, S. Kumazaki, K. Yoshihara  
"Hydrogen-bond dynamics in the excited state of coumarin 102-aniline hydrogen-bonded complex"  
**J. Phys. Chem. B**. 107 (2003) 10798
5. **T. Zhang**, S. Wang, H. Yang, W. Huang, Q. Gong, K. Yoshihara, Q. Wang, J. Luo, H. Chen  
"Ultrafast excited state dynamics of polybenzoxirone investigated by using femtosecond time-resolved fluorescence up-conversion"  
**J. of Luminescence** 101 (2003) 161-166
6. K. Ogawa, **T. Zhang**, K. Yoshihara, Y. Kobuke.  
"Self-Assembled Porphyrin Oligomers with Large Third-Order Optical Nonlinearity"  
**J. Am. Chem. Soc.** 124 (2002) 22 - 23.
7. Igor V. Rubtsov, **Tieqiao Zhang**, Hiroshi Nakajima, Shigetoshi Aono, Grigori I. Rubtsov, Shigeichi Kumazaki, and Keitaro Yoshihara.  
"Conformational Dynamics of the Transcriptional Regulator CooA Protein Studied by Subpicosecond Mid-Infrared Vibrational Spectroscopy"  
**J. Am. Chem. Soc.** 123 (2001) 10056 - 10062.

## Synergistic Activities

## 1. Research Mentor to Undergraduate in Chemistry and Biology:

- **Josu Zabizarreta**, Biology, Undergraduate Research Experience, Oct 2007-
- **Devin Laky**, Biology, Undergraduate Research Experience, Oct 2007-
- **Andrew Ormond**, Chemistry, Undergraduate Research Experience, Jan 2008 –

## Collaborators

Barbara, Paul (University of Texas at Austin)

Li, King CP (The Methodist Hospital, Cornell University)

Dehong, Hu (Pacific Northwest National Laboratory)

Lu, H. Peter (Bowling Green University)

## William L. Hughes

### Professional Preparation

Virginia Polytechnic Institute and State University, Bioengineering, B.S., 2001  
 Georgia Institute of Technology, Materials Science & Engineering, Ph.D., 2006

### Appointments

**2008-** : Assistant Professor, Materials Science & Engineering, *Boise State University*  
**2006-2008:** Assistant Professor, Materials Engineering, *California Polytechnic State University, San Luis Obispo, CA*  
**2006-2007:** Post-Doctoral Fellow, Center for the Advancement of Scholarship on Engineering Education, *National Academy of Engineering, Washington, D.C.*  
**1997-2000:** Cooperative Education Researcher, *National Institute of Standards and Technology, Gaithersburg, MD*

### Awards

**Inaugural Paul Bonderson Materials Fellowship**, San Luis Obispo, CA (2007)  
 National Academy of Engineering (NAE), Center for the Advancement of Scholarship on **Engineering Education (CASEE) Post-Doctoral Fellowship**, Washington, D.C. (2006)  
**Eugene P. Wigner Fellowship Program**, Oak Ridge, TN (International Finalist, 2006)  
**Tools and Techniques in Nanoscience Fellowship**, San Jose, Costa Rica (Fellow 2006)  
**Tools and Techniques in Nanoscience Fellowship**, San Jose, Costa Rica (Fellow 2006)  
**NSF GK-12 STEP Fellowship**, Atlanta, GA (Fellow 2005-2006)  
**External Advisory Board Fellowship**, Atlanta, GA (Fellow 2001-2006)  
**Molecular Design Institute Fellowship**, Atlanta, GA (Fellow 2003-2004)

### Selected Publications (related)

D.C. Miller, W.L. Hughes, Z.L. Wang, K. Gall, C.R. Stoldt, "Mechanical Effects of Galvanic Corrosion on Structural Polysilicon," *J MEMS*, vol. 16, No. 1, pp. 87-101, 2007.

B.A. Buchine, W.L. Hughes, F.L. Degertekin, Z.L. Wang, "Bulk Acoustic Resonator Based on Piezoelectric ZnO Belts," *Nano Letters*, vol. 6, No. 6, pp. 1155-1159, 2006.

J. Zhou, C.S. Lao, P.X. Gao, W.J. Mai, W.L. Hughes, S.Z. Deng, N.S. Xu, Z.L. Wang, "Nanowire as pico-gram balance at workplace atmosphere," *Solid State Communications*, vol. 139, pp. 222-226, 2006.

A.G. Onaran, M. Balantekin, W. Lee, W.L. Hughes, B.A. Buchine, R.O. Guldiken, Z. Parlak, C.F. Quate, and F.L. Degertekin, "A new atomic force microscope probe with force sensing integrated readout and active tip," *Review of Scientific Instruments*, vol. 77, pp. 023501, 2006.

A.G. Onaran, M. Balantekin, W. Lee, W.L. Hughes, B.A. Buchine, R.O. Guldiken, Z. Parlak, C.F. Quate, F.L. Degertekin, "A new atomic force microscope probe with force sensing integrated readout and active tip," *Virtual Journal of Nanoscale Science and Technology*, vol. 13, No. 7, 2006.

### Selected Publications (other)

L. Vanasupa, T. Harding, J. Stolk, W.L. Hughes, "The Four-Domain Development Diagram: A guide for designing effectual learning experiences for the 21st century engineer," Journal of Engineering Education, (Submitted).

L. Vanasupa, T. Harding, J. Stolk, W.L. Hughes, "The Four-Domain Development Diagram: A guide for designing effectual learning experiences for the 21st century engineer," Journal of Engineering Education, (Submitted).

### **Synergistic Activities**

- Teaching and Learning Committee, Boise State University

### **Collaborators and Other Affiliations**

#### **List of Collaborators (last 4 years)**

Dr. W.B. Knowlton (BSU), Dr. Bernard Yurke (BSU)

#### **Graduate Advisors & Thesis Committee:**

#### **Graduate Students**

## Amy J. Moll

### Professional Preparation

University of Illinois, Urbana, Ceramic Engineering, B.S., 1987  
 University of California at Berkeley, Materials Science & Engineering, M.S., 1992  
 University of California at Berkeley, Materials Science & Engineering, Ph.D., 1994

### Appointments

**2004-** : Associate Professor, Materials Science & Engineering, *Boise State University*  
**2004-2008** : Chair, Materials Science & Engineering, *Boise State University*  
**2000-2004**: Assistant Professor, Mechanical Engineering, *Boise State University*  
**1999-2000**: R&D Project Manager, *Agilent Technologies*, Co. Springs, CO  
**1998-1999**: Process Engineering Manager, *Hewlett Packard*, Co. Springs, CO  
**1996-1998**: Production Manager, *Optoelectronics Div. Hewlett Packard*, San Jose, CA  
**1997-1998**: Adjunct Professor, *San Jose State University*, San Jose, CA  
**1994-1996**: R&D Engineer, *Optoelectronics Division. Hewlett Packard*, San Jose, CA  
**1989-1994**: Research Assistant, *Lawrence Berkeley National Lab.*, Berkeley, CA  
**1991-1994**: Teaching Assistant, *University of California*, Berkeley, CA  
**1987-1989**: Research Intern, *IBM Watson Research Laboratory*, Yorktown Heights, NY  
**1985-1987**: Laboratory Assistant, *Army Corp of Engineers*, Champaign, IL

### Selected Publications (related)

J. Hampikian, J. Guarino, S.Y. Chyung, J. Gardner, A. J. Moll, P. Pyke and C. B. Schrader, "Assessing a Retention Program for Pre-Freshman Engineering Students." Proceedings of the 2007 Annual Conference of the American Society for Engineering Education, 2007-1998.

P. Pyke, J. Gardner, M. Belcheir, J. Hampikian, A.J. Moll, and C.B. Schrader, "An Innovative Method to Realistically Track Engineering Student Retention and Academic Progress." Proceedings of the 2007 Annual Conference of the American Society for Engineering Education, 2007-1266.

J. Hampikian, J. Gardner, A.J. Moll, P.A. Pyke, and C.B. Schrader, *Integrated Pre-Freshman Engineering and Precalculus Mathematics*, 2006 ASEE International Conference, Conference Proceedings, Session 933, June 2006.

A.J. Moll, P.A. Pyke, and J. Gardner, *The Untapped Pipeline and the Math Myth*, 2005 ASEE International Conference, Conference Proceedings, Session 3592, June 2005, p. 14865-14871.

A.J. Moll and W.B. Knowlton, "What do you do with a B.S. in Materials Science and Engineering?" *International Journal of Materials Education*, **24**, 15-22 (2002).

### Selected Publications (other)

D. Plumlee, J. Steciak, and A.J. Moll "Development and Simulation of an Embedded Hydrogen Peroxide Catalyst Chamber in Low-Temperature Co-Fired Ceramic," *International Journal of Applied Ceramic Technology*, **4** (5) 406-414, 2007

P.A. Miranda, J. Imonigie, and A.J. Moll, "Through-Wafer Interconnect CMP: An Investigation of Slurry Interaction Effects using a Design of Experiments Approach," *Journal of the Electrochemical Society*, **153** (3) G211-G217 (2006)

J. Youngsman, B. Marx, S. Wolter, J. Glass, and A.J. Moll, "Miniature multi-electrode electrochemical cell in LTCC," *Journal of Microelectronics and Electronic Packaging*, **4** (1), 31-36 (2007)

K. Moeller, J. Besecker, G. Hampikian, A. Moll, D. Plumlee, J. Youngsman and J.M. Hampikian, "A prototype continuous flow polymerase chain reaction LTCC device," *Materials Science Forum*, 2007, Vols. **539-543**, 523-528.

A.J. Moll, R. Oxford, and W.B. Knowlton, "Through Wafer Interconnects for 3-D Packaging", Proceedings of the Materials Research Society Fall Meeting, Y.1.6, Boston, MA, November 2006

### **Synergistic Activities**

- Chair of MRS Public Outreach committee serving as technical advisors to WGBH for four part NOVA series on Materials Science.
- Chair of Outreach Activities Committee and Member of Design Development Task Force for *Strange Matter*, a 5000 ft<sup>2</sup> traveling museum exhibit on Materials Science sponsored by the Materials Research Society.
- Chair, Scholarship Committee, College of Engineering, Boise State University
- Teaching and Learning Center Committee, Boise State University
- Women in Technical Careers Committee: each year, more than 20 Ada County High Schools and Middle Schools are visited by a team of at least 3 professional women who talk about their careers and opportunities for women in technical careers.
- Founding Chair, Materials Science & Engineering Program, Boise State University, 2004-2008: Developed a graduate minor (2000), undergraduate minor (2001), five new courses (2000-2002), an interdisciplinary degree program, (with Physics, Chemistry, Electrical Engineering & Mechanical Engineering) Master of Science in Materials Science & Engineering (2003)

### **Collaborators and Other Affiliations**

#### **List of Collaborators (last 4 years)**

Dr. M. Gribb (Boise State University), Dr. W.B. Knowlton (BSU), Dr. M. Fray (BSU), Dr. B. Marx (BSU), Dr. J.F. Gardner (BSU), Dr. D. Temple (RTI), Dr. B. Stoner (RTI), Dr. C. Bower (RTI), Dr. H. H. Hill (Washington State University), Dr. G. McGuire (ITC), Dr. J. Glass (Duke University), Dr. S.K. Kahng (NASA-LARC),

#### **Graduate Advisors & Thesis Committee:**

Advisor: Prof. E.E. Haller (MSME), Prof. T. Sands (MSME), Prof. T.K. Gustafson (EE)

#### **Graduate Students**

P. Miranda, D.G. Plumlee, M. Hofhine, V.N. Johnson, B. Mantha, J. Youngsman, J. Fernandez, K. Moeller



**SUMMARY PROPOSAL BUDGET** YEAR 1

ORGANIZATION <b>Boise State University</b>				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Wan Kuang</b>				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1.	<b>Wan Kuang - PI</b>			0.00	0.00	0.00	\$ 0
2.	<b>William B Knowlton - Co-PI</b>			0.00	0.00	0.00	0
3.	<b>Jeunghoon Lee - Co-PI</b>			0.00	0.00	0.00	0
4.	<b>Bernard Yurke - Co-PI</b>			0.00	0.00	0.00	0
5.	<b>Tieqiao Zhang - Co-PI</b>			0.00	0.00	0.00	0
6.	( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)			0.00	0.00	0.00	0
7.	( 5 ) TOTAL SENIOR PERSONNEL (1 - 6)			0.00	0.00	0.00	0
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1.	( 0 ) POST DOCTORAL SCHOLARS			0.00	0.00	0.00	0
2.	( 0 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)			0.00	0.00	0.00	0
3.	( 0 ) GRADUATE STUDENTS						0
4.	( 0 ) UNDERGRADUATE STUDENTS						0
5.	( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						0
6.	( 0 ) OTHER						0
TOTAL SALARIES AND WAGES (A + B)							0
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							0
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							0
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
	<b>Tunable Mode-Locked Femtosecond Pulsed Laser Source</b>			\$		<b>627,185</b>	
TOTAL EQUIPMENT							<b>627,185</b>
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)							0
2. FOREIGN							0
F. PARTICIPANT SUPPORT COSTS							
1.	STIPENDS \$ _____						0
2.	TRAVEL _____						0
3.	SUBSISTENCE _____						0
4.	OTHER _____						0
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							0
G. OTHER DIRECT COSTS							
1.	MATERIALS AND SUPPLIES						0
2.	PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						0
3.	CONSULTANT SERVICES						0
4.	COMPUTER SERVICES						0
5.	SUBAWARDS						0
6.	OTHER						0
TOTAL OTHER DIRECT COSTS							0
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>627,185</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)							
<b>MTDC (Rate: 41.0000, Base: 0)</b>							
TOTAL INDIRECT COSTS (F&A)							0
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>627,185</b>
K. RESIDUAL FUNDS							0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							\$ <b>627,185</b> \$
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PD NAME <b>Wan Kuang</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Karen henry</b>				INDIRECT COST RATE VERIFICATION			
		Date Checked		Date Of Rate Sheet		Initials - ORG	

1 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

**SUMMARY PROPOSAL BUDGET** YEAR **2**

ORGANIZATION <b>Boise State University</b>				FOR NSF USE ONLY		
				PROPOSAL NO.	DURATION (months)	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Wan Kuang</b>				AWARD NO.	Proposed	Granted
					NSF Funded Person-months	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				CAL	ACAD	SUMR
1. <b>Wan Kuang - PI</b>				0.00	0.00	0.00
2. <b>William B Knowlton - Co-PI</b>				0.00	0.00	0.00
3. <b>Jeunghoon Lee - Co-PI</b>				0.00	0.00	0.00
4. <b>Bernard Yurke - Co-PI</b>				0.00	0.00	0.00
5. <b>Tieqiao Zhang - Co-PI</b>				0.00	0.00	0.00
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00
7. ( 5 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.00	0.00	0.00
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00
2. ( 0 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				0.00	0.00	0.00
3. ( 0 ) GRADUATE STUDENTS						0
4. ( 0 ) UNDERGRADUATE STUDENTS						0
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						0
6. ( 0 ) OTHER						0
TOTAL SALARIES AND WAGES (A + B)						0
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						0
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						0
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT						0
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)						0
2. FOREIGN						0
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____ <b>0</b>						
2. TRAVEL _____ <b>0</b>						
3. SUBSISTENCE _____ <b>0</b>						
4. OTHER _____ <b>0</b>						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS						0
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES						0
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						0
3. CONSULTANT SERVICES						0
4. COMPUTER SERVICES						0
5. SUBAWARDS						0
6. OTHER						0
TOTAL OTHER DIRECT COSTS						0
H. TOTAL DIRECT COSTS (A THROUGH G)						0
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)						
<b>MTDC (Rate: 41.0000, Base: 0)</b>						
TOTAL INDIRECT COSTS (F&A)						0
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						0
K. RESIDUAL FUNDS						0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						\$ 0 \$
M. COST SHARING PROPOSED LEVEL \$ <b>0</b> AGREED LEVEL IF DIFFERENT \$						
PI/PD NAME <b>Wan Kuang</b>				FOR NSF USE ONLY		
ORG. REP. NAME* <b>Karen henry</b>				INDIRECT COST RATE VERIFICATION		
				Date Checked	Date Of Rate Sheet	Initials - ORG

2 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

**SUMMARY PROPOSAL BUDGET** Cumulative

ORGANIZATION <b>Boise State University</b>				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Wan Kuang</b>				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
	CAL	ACAD	SUMR				
1. <b>Wan Kuang - PI</b>	0.00	0.00	0.00	\$	<b>0</b>	\$	
2. <b>William B Knowlton - Co-PI</b>	0.00	0.00	0.00		<b>0</b>		
3. <b>Jeunghoon Lee - Co-PI</b>	0.00	0.00	0.00		<b>0</b>		
4. <b>Bernard Yurke - Co-PI</b>	0.00	0.00	0.00		<b>0</b>		
5. <b>Tieqiao Zhang - Co-PI</b>	0.00	0.00	0.00		<b>0</b>		
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00		<b>0</b>		
7. ( <b>5</b> ) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	0.00	0.00		<b>0</b>		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( <b>0</b> ) POST DOCTORAL SCHOLARS	0.00	0.00	0.00		<b>0</b>		
2. ( <b>0</b> ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00		<b>0</b>		
3. ( <b>0</b> ) GRADUATE STUDENTS					<b>0</b>		
4. ( <b>0</b> ) UNDERGRADUATE STUDENTS					<b>0</b>		
5. ( <b>0</b> ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)					<b>0</b>		
6. ( <b>0</b> ) OTHER					<b>0</b>		
TOTAL SALARIES AND WAGES (A + B)					<b>0</b>		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					<b>0</b>		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					<b>0</b>		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
			\$	<b>627,185</b>			
TOTAL EQUIPMENT					<b>627,185</b>		
E. TRAVEL 1. DOMESTIC (INCL. CANADA, MEXICO AND U.S. POSSESSIONS)					<b>0</b>		
2. FOREIGN					<b>0</b>		
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$			<b>0</b>				
2. TRAVEL			<b>0</b>				
3. SUBSISTENCE			<b>0</b>				
4. OTHER			<b>0</b>				
TOTAL NUMBER OF PARTICIPANTS ( <b>0</b> )				TOTAL PARTICIPANT COSTS	<b>0</b>		
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES					<b>0</b>		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					<b>0</b>		
3. CONSULTANT SERVICES					<b>0</b>		
4. COMPUTER SERVICES					<b>0</b>		
5. SUBAWARDS					<b>0</b>		
6. OTHER					<b>0</b>		
TOTAL OTHER DIRECT COSTS					<b>0</b>		
H. TOTAL DIRECT COSTS (A THROUGH G)					<b>627,185</b>		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)							
TOTAL INDIRECT COSTS (F&A)					<b>0</b>		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					<b>627,185</b>		
K. RESIDUAL FUNDS					<b>0</b>		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				\$	<b>627,185</b>	\$	
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PD NAME <b>Wan Kuang</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Karen henry</b>				INDIRECT COST RATE VERIFICATION			
		Date Checked	Date Of Rate Sheet	Initials - ORG			

C \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

## Budget Justification

The proposed acquisition seeks NSF capital funding of \$627,185 for a tunable femtosecond laser system for nanophotonic devices and materials research. The detailed quotation for a Spectra Physics system is available in the supplemental documents. The major components are summarized below,

Parts	Cost	Notes
<b>Diode pumped solid state laser</b>	\$152,500	5W and 30W pump source for the mode-lock Ti:Sapphire laser and Ti:Sapphire regenerative amplifier, respectively.
<b>Mode-lock Ti:Sapphire laser</b>	\$70,000	Femtosecond pulse source with closed-loop temperature compensation and an integrated purge box.
<b>High power Ti:Sapphir regenerative amplifier</b>	\$147,000	Provide high power (>3.5 W) 1KHz repetition rate femtosecond (100fs) pulses for pump-probe materials characterization. It is also the seed to optical parametric amplifier.
<b>Optical parametric amplifier</b>	\$58,900	Generate a wide tunable wavelength range (475-2600 nm) from an amplified femtosecond source.
<b>Pump-probe transient absorption spectrometer 450-1600 nm</b>	\$130,000	Include a long scan high-resolution automated translation stage and optical set for pump-probe experiment
<b>Optical table set</b>	\$45,795	5' x 12' vibration stabilized optical table for all the equipments
<b>Miscellaneous</b>	\$ 22,990	Include chillers, transport optical components, and air filters that is necessary for the operation of the equipment

**Current and Pending Support**

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.	
Investigator: Wan Kuang	Other agencies (including NSF) to which this proposal has been/will be submitted.
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: Advanced Processing Techniques for Fabrication of 3D Microstructures for Future Electronic Devices: Characterization, Reliability, and Applications  Source of Support: DARPA Total Award Amount: \$ 3,242,166 Total Award Period Covered: 06/28/05 - 06/30/08 Location of Project: Boise State Univeristy; RIT, Research Triagnle Park, NC Person-Months Per Year Committed to the Project. Cal:0.00 Acad:0.00 Sumr: 0.50	
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: CAREER: Numerical and Experimental Study of Electromagnetic Field and Electron Interaction in Surface Plasmon-Polariton Nanophotonic Heterostructure Devices  Source of Support: NSF Total Award Amount: \$ 400,000 Total Award Period Covered: 03/01/09 - 02/28/13 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad:0.00 Sumr: 0.50	
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research  Source of Support: National Science Foundation Total Award Amount: \$ 627,185 Total Award Period Covered: 07/15/09 - 07/14/11 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad:0.00 Sumr: 0.00	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Sumr:	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Summ:	

\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.

### Current and Pending Support

(See GPG Section II.D.8 for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.			
Investigator: William B. Knowlton	Other agencies (including NSF) to which this proposal has been/will be submitted.		
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: Idaho SBOE-HERC: Center for Musculoskeletal Research: Molecular, Cellular and Biomechanical Studies (Knowlton: Co-PI)			
Source of Support: Idaho State Board of Education (SBOE) - Higher Education Research Council (HERC) Total Award Amount: \$1,022,700                      Total Award Period Covered: 7/1/07 – 6/30/10 Location of Project: Boise State University, Boise, ID Person-Months Per Year Committed to the Project.                      Cal:                      Acad: 0.2                      Sumr:			
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: Advanced Processing Techniques for Fabrication of 3D Microstructures for Future Electronic Devices: Characterization, Reliability, and Applications (Knowlton: Co-PI)			
Source of Support: DARPA Total Award Amount: \$4,188,952                      Total Award Period Covered: 7/01/2005-06/30/2009 (1 year no cost extension) Location of Project: Boise State University, Boise, ID Person-Months Per Year Committed to the Project.                      Cal:                      Acad: 0.9                      Sumr: 1			
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: NIH Developmental Program - Limited Competition for IDeA Networks of Biomedical Research (Knowlton: Collaborator)			
Source of Support: University of Idaho - Flow through from NIH – Award # 2P20RR016454-04 Total Award Amount: \$200,306 (2004-2009)                      Total Award Period Covered: 07/01/2004 – 7/31/2009 Location of Project: Boise State University, Boise, ID Person-Months Per Year Committed to the Project.                      Cal:                      Acad: 0.5                      Sumr: 0.35			
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: High Dielectric Constant Materials at the Nanometer Scale for Microelectronic Devices (Knowlton: PI)			
Source of Support: State Board of Education - Higher Education Research Council Total Award Amount: \$75,000                      Total Award Period Covered: 03/01/08 – 08/30/09 Location of Project: Boise State University, Boise, ID Person-Months Per Year Committed to the Project.                      Cal:                      Acad: 0.75                      Sumr: 1			
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: NSF RUI: A study of the solution-based synthesis of N-doped ZnO, Mn- and Co-doped ZnO, and (N,Mn)- and (N,Co)-codoped ZnO (Knowlton: Co-PI) Source of Support: NSF – Ceramics (Award #0840227)			
Total Award Amount: \$61,830                      Total Award Period Covered: 09/15/08 – 08/30/11 Location of Project: Boise State University, Boise, ID Person-Months Per Year Committed to the Project.                      Cal:                      Acad: 0.5                      Sumr:			

**Current and Pending Support**

(See GPG Section II.D.8 for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.

Investigator: William B. Knowlton	Other agencies (including NSF) to which this proposal has been/will be submitted.
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Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: 3-D Technology for Advanced Sensor Systems (Knowlton: Co-PI)  Source of Support: DARPA Total Award Amount: \$3,300,000                      Total Award Period Covered: 6/1/08 - 9/30/2010 Location of Project: Boise State University, Boise, ID Person-Months Per Year Committed to the Project.                      Cal:                      Acad: 0.9                      Sumr: 1
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Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount:                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.                      Cal:                      Acad:                      Sumr:
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Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount:                      Total Award Period Covered: Location of Project: Boise State University Person-Months Per Year Committed to the Project.                      Cal:                      Acad:                      Sumr:
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Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.                      Cal:                      Acad:                      Sumr:
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\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.



### Current and Pending Support

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.			
Investigator: William Knowlton	Other agencies (including NSF) to which this proposal has been/will be submitted.		
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:    MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research  Source of Support:    National Science Foundation Total Award Amount: \$    627,185    Total Award Period Covered:    07/15/09 - 07/14/11 Location of Project:    Boise State University Person-Months Per Year Committed to the Project.    Cal:0.00    Acad: 0.00    Sumr: 0.00			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:			
Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.    Cal:                      Acad:                      Sumr:			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:			
Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.    Cal:                      Acad:                      Sumr:			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:			
Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.    Cal:                      Acad:                      Sumr:			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:			
Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.    Cal:                      Acad:                      Summ:			

\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.



**Current and Pending Support**

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.	
Investigator: Jeunghoon Lee	Other agencies (including NSF) to which this proposal has been/will be submitted.
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: Research Start-up fund  Source of Support: Boise State University Total Award Amount: \$ 200,000 Total Award Period Covered: 08/20/08 - 08/19/12 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad: 0.00 Sumr: 1.00	
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research  Source of Support: National Science Foundation Total Award Amount: \$ 627,185 Total Award Period Covered: 07/15/09 - 07/14/11 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad: 0.00 Sumr: 0.00	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Sumr:	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Sumr:	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Summ:	

\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.

**Current and Pending Support**

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.	
Investigator: Bernard Yurke	Other agencies (including NSF) to which this proposal has been/will be submitted.
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research  Source of Support: National Science Foundation Total Award Amount: \$ 627,185 Total Award Period Covered: 07/15/09 - 07/14/11 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad:0.00 Sumr: 0.00	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input checked="" type="checkbox"/> *Transfer of Support Project/Proposal Title: Emerging Models and Technologies  Source of Support: National Science Foundation - Alcatel Lucent Total Award Amount: \$ 245,897 Total Award Period Covered: 01/07/08 - 01/06/10 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:3.00 Acad:0.00 Sumr: 0.00	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Sumr:	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Sumr:	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$ Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal: Acad: Summ:	

\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.

**Current and Pending Support**

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.			
Investigator: Tiejiao Zhang		Other agencies (including NSF) to which this proposal has been/will be submitted.	
Support:	<input type="checkbox"/> Current	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support
Project/Proposal Title:	MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research		
Source of Support:	National Science Foundation		
Total Award Amount:	\$ 627,185	Total Award Period Covered:	07/15/09 - 07/14/11
Location of Project:	Boise State University		
Person-Months Per Year Committed to the Project.	Cal: 0.00	Acad: 0.00	Sumr: 0.00
Support:	<input type="checkbox"/> Current	<input type="checkbox"/> Pending	<input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support
Project/Proposal Title:			
Source of Support:			
Total Award Amount:	\$	Total Award Period Covered:	
Location of Project:			
Person-Months Per Year Committed to the Project.	Cal:	Acad:	Sumr:
Support:	<input type="checkbox"/> Current	<input type="checkbox"/> Pending	<input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support
Project/Proposal Title:			
Source of Support:			
Total Award Amount:	\$	Total Award Period Covered:	
Location of Project:			
Person-Months Per Year Committed to the Project.	Cal:	Acad:	Sumr:
Support:	<input type="checkbox"/> Current	<input type="checkbox"/> Pending	<input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support
Project/Proposal Title:			
Source of Support:			
Total Award Amount:	\$	Total Award Period Covered:	
Location of Project:			
Person-Months Per Year Committed to the Project.	Cal:	Acad:	Sumr:

\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.

**Current and Pending Support**

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.			
Investigator: William Hughes	Other agencies (including NSF) to which this proposal has been/will be submitted.		
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:   MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research  Source of Support:   National Science Foundation Total Award Amount: \$   627,185   Total Award Period Covered:   07/15/09 - 07/14/11 Location of Project:   Boise State University Person-Months Per Year Committed to the Project.   Cal:0.00   Acad: 0.00   Sumr: 0.00			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:   Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.   Cal:                      Acad:                      Sumr:			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:   Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.   Cal:                      Acad:                      Sumr:			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:   Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.   Cal:                      Acad:                      Sumr:			
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:   Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project.   Cal:                      Acad:                      Summ:			

\*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.

**Current and Pending Support**

(See GPG Section II.C.2.h for guidance on information to include on this form.)

The following information should be provided for each investigator and other senior personnel. Failure to provide this information may delay consideration of this proposal.	
Investigator: Amy Moll	Other agencies (including NSF) to which this proposal has been/will be submitted.
Support: <input type="checkbox"/> Current <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research  Source of Support: National Science Foundation Total Award Amount: \$ 627,185 Total Award Period Covered: 07/15/09 - 07/14/11 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad: 0.00 Sumr: 0.00	
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: Idaho Engineering Scholarship Program  Source of Support: National Science Foundation Total Award Amount: \$ 499,890 Total Award Period Covered: 08/01/06 - 07/30/11 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad: 0.00 Sumr: 0.00	
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: 3-D Technology for Advanced Sensor Systems  Source of Support: Space and Naval Warfare Systems Center/SPAWAR/NAVY/DOD Total Award Amount: \$ 2,200,000 Total Award Period Covered: 10/01/07 - 09/30/10 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad: 2.00 Sumr: 0.00	
Support: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title: Idaho Engineering Scholarship Program, Expanded Opportunities  Source of Support: National Science Foundation Total Award Amount: \$ 593,291 Total Award Period Covered: 08/01/08 - 07/31/12 Location of Project: Boise State University Person-Months Per Year Committed to the Project. Cal:0.00 Acad: 0.25 Sumr: 0.00	
Support: <input type="checkbox"/> Current <input type="checkbox"/> Pending <input type="checkbox"/> Submission Planned in Near Future <input type="checkbox"/> *Transfer of Support Project/Proposal Title:  Source of Support: Total Award Amount: \$                      Total Award Period Covered: Location of Project: Person-Months Per Year Committed to the Project. Cal:                      Acad:                      Summ:	
*If this project has previously been funded by another agency, please list and furnish information for immediately preceding funding period.	

## Facility, Equipment, and Other Resources

### I. PHOTONICS LAB

A 480 sq ft. photonics Laboratory was set up in 2006. It provides capabilities for optical measurements on components and subsystems. The department of Electrical and Computer Engineering and the College of Engineering is committed to expand the current facilities.

- Several single frequency continuous wave (CW) diode lasers are available at wavelengths of 630, 730, 850, 980, 1310, and 1550 nm.
- A tunable (410 nm - 2500 nm) triple-harmonic Q-switched OPO pulse laser.
- Ando Optical spectrum analyzer: It covers from 350 nm to 1750 nm with a noise level of -90 dBm. The equipment is capable of  $\pm 0.05$  nm wavelength resolution and  $\pm 0.02$  nm wavelength linearity.
- Newport power meter with optical detectors and energy detectors
- Free space and fiber based Polarimeter: automated system for polarization measurement from 400 nm to 1700 nm
- Precision optical translation and motorized rotation stages
- Optical components (lens, objectives, gratings, prisms, etc.)
- CCD cameras
- Micropositioners and probes
- Faraday cage
- 1.3 GHz Network analyzer, 2 GHz RF signal generator, 1.3 GHz spectrum analyzer
- Agilent semiconductor parameter analyzer

### II. MATERIALS CHARACTERIZATION LABORATORY

The materials characterization laboratory contains the following equipment that is relevant to the project.

- Veeco Dimension 3100 atomic force microscopy, with conductance, tunneling, surface potential, and capacitance measurement capabilities.
- Novascan PSD-UVT Ultraviolet/Ozone System with a variable temperature chamber.
- JEOL 2100 analytical transmission electron microscope (TEM).

### III. BIOMATERIAL LABORATORY

Biomaterials Laboratory was built in the College of Engineering under the direction of the Dr. Knowlton and Dr. Oxford (BSU-Biology). Approximately 450-500 ft<sup>2</sup> of lab space has been provided by the College of Engineering for the laboratory. The laboratory facilities include water, DI water, vacuum, electrical utilities, compressed air, and a fume hood and laminar flow hood. Several key pieces of equipment have been purchased for the laboratory including:

- Biological Safety Cabinet: Nuaire NU-425-00 Type A2
- CO2 Incubator: Nuaire Model NU-5500 DH Autoflow air-jacketed
- Microscope: Zeiss Axiovert 40 CFL
- Centrifuge: ALC PM 140R Refrigerated High Capacity, 4500 RPM, 4300 x g, with swing rotor
- Frigidaire/Electrolux Model FRT21S6AW8 Refrigerator
- Frigidaire Model FFU2124DW Freezer
- Funding Sources for the Biomaterials Laboratory:
  - NIH Biomedical Research Infrastructure Network (BRIN) for Idaho Award – 3 year award ended 7/2004 - \$640,000/year to Boise State University
  - NIH/NIAMS 1R01-AR047985

#### IV. IDAHO MICROFABRICATION LAB

Idaho Microfabrication Lab (IML) at BSU houses 600 sqft class 1000 cleanroom and 600 sqft (> class 1000) cleanroom. This is used for fabrication of nanophotonic components. Housed within the facility are all the tools needed to lithographically define and fabricate metal and photonic structures. Of specific relevance is,

- Leo 30 KeV scanning electron microscope (SEM) - Model 1430 Variable Pressure
- Electron beam lithography - Nanometer Pattern Generation System: Version 8.001.121 from JC Naby Lithography Systems
- Hitachi field emission scanning electron microscope
- Ion beam etch
- Oxford energy dispersive spectroscopy
- Quintel photolithography contact aligner
- Veeco optical profilometer for surface topology mapping
- Rapid thermal processor (RTP) for metal annealing and SiO<sub>2</sub> film growth
- Diffusion furnace
- Wet sinks
- Ellipsometer and Nanospec for film thickness and refractive index measurement
- Oxford Plasmalab 100 for RIE, ICP, and high aspect ratio Bosch etch
- Varian and CrC 150 sputter systems for metal film deposition
- Wire bonder
- Thermal evaporator



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**Spectra-Physics Lasers Division**  
 1335 Terra Bella Avenue, Mountain View, CA 94043  
 Tel 800-SPL-LASER (800-775-5273)  
 Fax (650) 964-3584

**Quotation No.**  
**QDPN432**

**Wan Kuang**

Boise State University  
 1910 University Dr.  
 Mec 202f  
 Boise, ID 83725

1 of 3

Telephone: +1 (208) 426-1021

Fax: +1 (208) 426-XXXX

E-mail: wankuang@boisestate.edu

Quotation Date: 16-January-2009		Customer Reference: Request for Quote		Quote Firm for: 30 Days		Payment Terms: Net 30		F.O.B. Origin PPA		Ship By Best Way	
ITEM	QTY	DESCRIPTION				APPROX. SHIP DATE	EACH	TOTAL			
1	1	<b>Millennia PRO 5sJ</b> Ultra-compact high power, Diode Pumped Solid State laser producing 5W of CW (TEM00, M2 of <1.1) output power at 532 nm. Features sealed X-cavity design pumped by the new ProLite™ series diode, de-rated for long lifetime. System includes J series FCBar power supply, remote control, and full two (2) year/unlimited hours warranty. Operates on 110 / 220V ac single phase power.					\$56,000.00	\$56,000.00			
2	1	<b>Chiller 110WW</b> Standard 110 volt chiller for use with either Millennia or Tsunami laser system.					\$3,500.00	\$3,500.00			
3	1	<b>3941-M1S</b> Regeneratively Mode-Locked Ti:Sapphire laser. Femtosecond configuration including 720-850 nm optics. Featuring: closed-loop temperature compensation, massive Invar bar construction and high precision mechanical adjustments. Includes 3910 purge box. Requires Millennia PRO 5sJ as a pump source.					\$70,000.00	\$70,000.00			
4	1	<b>Tsunami Seed Kit</b> Beam routing kit to use Tsunami as seed laser for Spitfire systems.					\$2,200.00	\$2,200.00			
5	1	<b>SPFIRE PRO-F1KXP</b> High power kilohertz <120 fs Ti:sapphire regenerative amplifier, greater than 3.5 Watts output, stretcher and compressor and SP-OS-1 optics for 750-840 nm, 1 kHz repetition rate.					\$147,000.00	\$147,000.00			
6	1	<b>EMP CHILLER 110-WW</b> Chiller for use with Empower laser systems, 110V operation.					\$5,000.00	\$5,000.00			
7	1	<b>EMPOWER 30</b> High Power, CW Diode pumped, 1-10kHz Nd:YLF intra-cavity doubled, 527nm Q-switched pump laser, 30W @ 5kHz.					\$96,500.00	\$96,500.00			
8	1	<b>TOPAS-F-VIS2</b>					\$58,900.00	\$58,900.00			





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 1791 Deere Avenue, Irvine, CA 92606  
 Tel (800) 222-6440  
 Federal I.D. 94-0849175

**Newport®**  
 Experience | Solutions

**Spectra-Physics Lasers Division**  
 1335 Terra Bella Avenue, Mountain View, CA 94043  
 Tel 800-SPL-LASER (800-775-5273)  
 Fax (650) 964-3584

**Quotation No.**  
**QDPN432**

**Wan Kuang**

Boise State University  
 1910 University Dr.  
 Mec 202f  
 Boise, ID 83725

2 of 3

Telephone: +1 (208) 426-1021

Fax: +1 (208) 426-XXXX

E-mail: wankuang@boisestate.edu

Quotation Date: 16-January-2009		Customer Reference: Request for Quote		Quote Firm for: 30 Days		Payment Terms: Net 30		F.O.B. Origin PPA		Ship By Best Way	
ITEM	QTY	DESCRIPTION				APPROX. SHIP DATE	EACH	TOTAL			
		TOPAS-C compact, computer controlled ultrafast Optical Parametric Amplifier, optimized for 120fs, tuning range 475nm - 2600nm. Features: - kHz repetition rate for excellent signal-to-noise - Signal + idler conversion efficiency greater than 25% - Outstanding pulse-to-pulse stability									
9	3	<b>TOPAS-BR</b> Beam routing mirror assembly					\$1,400.00	\$4,200.00			
10	2	<b>HE-TO-800</b> Transport optics for Helios probe generation.					\$2,495.00	\$4,990.00			
11	2	<b>HE-TO-OPA</b> Transport optics for Helios for coupling to OPA.					\$1,495.00	\$2,990.00			
12	1	<b>HE-IR-3200</b> HELIOS TRANSIENT ABSORPTION SPECTROMETER 450-1600nm 3200ps					\$130,000.00	\$130,000.00			
13	1	<b>RS1000-512-12</b> TABLE TOP					\$9,885.00	\$9,885.00			
14	6	<b>I-2000-623.5</b> Six 23.5 inch I-2000 Stabilizer vibration isolators, features hybrid chamber design maximizing isolation bandwidth and stability, laminar flow damping minimizing amplification at resonance, and highly accurate leveling improving repositioning after disturbance.					\$5,985.00	\$35,910.00			
15	1	<b>ARF</b> AIR REGULATOR FILTER					\$110.00	\$110.00			
							<b>Total</b>	<b>\$627,185.00</b>			



**Newport Corporation**  
**Corporate Headquarters**  
 1791 Deere Avenue, Irvine, CA 92606  
 Tel (800) 222-6440  
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 1335 Terra Bella Avenue, Mountain View, CA 94043  
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**Wan Kuang**  
 Boise State University  
 1910 University Dr.  
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 Boise, ID 83725

3 of 3

Telephone: +1 (208) 426-1021      Fax: +1 (208) 426-XXXX      E-mail: wankuang@boisestate.edu

Quotation Date: 16-January-2009	Customer Reference: Request for Quote	Quote Firm for: 30 Days	Payment Terms: Net 30	F.O.B. Origin PPA	Ship By Best Way
ITEM	QTY	DESCRIPTION	APPROX. SHIP DATE	EACH	TOTAL

**Please submit your order to Newport Corporation at the Mountain View, CA office noted above.  
 Please reference the quotation number above on your order.**

**In addition to the above products, Newport offers a complete line of laboratory solutions including Optical Tables, Power and Energy Meters, Optics and Optomechanics, Spectrum Analyzers, and Motion Control Systems to make, manage and measure light. For more information, please call toll free at 800-222-6440 or visit our web site at [www.newport.com](http://www.newport.com).**

<p><b>TERMS AND CONDITIONS:</b>                  The purchase and sale of the products reflected in this quotation shall be governed by the terms and conditions contained on the face of this quotation and in the Newport Corporation Terms and Conditions of Sale attached hereto and incorporated herein by reference.                  Unless otherwise stated herein, shipping charges are not included in the price. Any quoted shipping charges are estimates only. Prices quoted are domestic prices for U.S. consumption only. Products destined for export are subject to international pricing. All product warranties are null and void if end destination is outside of the U.S.A. or Canada. Customer states that the products are not for export. An export license may be required for shipment of the products outside of the U.S.A.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Representative</td> <td style="width: 50%;">Title</td> </tr> <tr> <td colspan="2" style="text-align: center;">Dan Pniak, Lasers Division Field Sales Engineer</td> </tr> <tr> <td colspan="2">Field Sales Engineer's, office phone</td> </tr> <tr> <td colspan="2" style="text-align: center;">+1 (719) 481-1294</td> </tr> <tr> <td colspan="2">Representative Signature</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Dan Pniak</i></td> </tr> </table>	Representative	Title	Dan Pniak, Lasers Division Field Sales Engineer		Field Sales Engineer's, office phone		+1 (719) 481-1294		Representative Signature		<i>Dan Pniak</i>	
Representative	Title												
Dan Pniak, Lasers Division Field Sales Engineer													
Field Sales Engineer's, office phone													
+1 (719) 481-1294													
Representative Signature													
<i>Dan Pniak</i>													

Attachments:



## TERMS & CONDITIONS OF SALE

### 1. SALE AND LICENSE

**1.1. Controlling Terms and Conditions.** All purchases and sales of products, including all parts, spare parts and components thereof (the "Products") or services (the "Services") between Buyer and Newport Corporation, and/or its direct and indirect subsidiaries (collectively, "Newport"), shall be made pursuant to the accompanying Newport quote and/or order acknowledgment and shall be governed by these Terms and Conditions. These Terms and Conditions and the accompanying Newport quote and/or order acknowledgement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and shall supersede all prior or contemporaneous oral or written negotiations, agreements, understanding or representations with respect thereto. These Terms and Conditions shall supersede any conflicting provision contained in any purchase order of Buyer. Unless otherwise agreed in writing, nothing contained in any purchase order of Buyer shall in any way modify or add any provision to these Terms and Conditions. These Terms and Conditions may not be amended or any provision hereof waived in any way except by an instrument in writing signed by both parties. IN THE EVENT THAT THE ACCOMPANYING NEWPORT QUOTE IS DEEMED AN OFFER, ACCEPTANCE BY BUYER OF SUCH OFFER IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ISSUANCE BY BUYER OF A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS. IN THE EVENT THAT THE ACCOMPANYING NEWPORT ORDER ACKNOWLEDGMENT IS DEEMED AN ACCEPTANCE OF BUYER'S PURCHASE ORDER, SUCH ACCEPTANCE BY NEWPORT OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO ANY ADDITIONAL AND DIFFERENT TERMS CONTAINED HEREIN. FAILURE BY BUYER TO SPECIFICALLY OBJECT TO THESE TERMS AND CONDITIONS IN WRITING WITHIN TWENTY (20) DAYS OF RECEIPT SHALL CONSTITUTE AN ACCEPTANCE HEREOF.

**1.2. License to Use Software.** Buyer acknowledges that the software or firmware components and applications, if any, accompanying the Products sold hereunder (the "Software") are licensed and not sold to Buyer. Upon receipt of full payment therefor, Newport grants to Buyer a nonexclusive, personal, nontransferable, limited and royalty-free license to use and execute such Software in object code form only and only in conjunction with the operation of the associated Product. Buyer shall receive no rights to the Software except as expressly provided herein. No license to use the source code of the Software is provided hereunder. Buyer agrees that it shall not use, distribute, license, sublicense, resell or otherwise transfer all or any part of the Software or supporting documentation other than as expressly permitted hereunder without the prior written consent of Newport. Buyer agrees that it shall not, nor shall it permit any employee or agent of Buyer to, adapt, modify, copy, reproduce, reverse engineer, decompile, or disassemble the Software in any way without the prior written consent of Newport. Except as expressly set forth herein, Newport shall have no obligations to Buyer whatsoever with regard to the Software. Without limiting the generality of foregoing, Newport has no obligation to develop updates or modifications to the Software or develop or provide Software development tools to Buyer.

### 2. PRICE; PAYMENT TERMS

**2.1. Payment.** The prices for all Products and Services shall be as set forth in the accompanying Newport quote and/or order acknowledgment and such prices shall be exclusive of all taxes and other charges referenced in Section 2.2 below, all of which shall be paid by Buyer. Newport shall submit an invoice to Buyer with each shipment of Products. Each invoice shall be due and payable in U.S. Dollars net thirty (30) days from the date of shipment. Such payment terms are subject to credit approval. Newport reserves the right, at its sole discretion, to limit, cancel or modify Buyer's credit terms as to time or amount from time to time and without prior notice. Newport reserves the right to require alternative payment terms, including but not limited to sight draft, letter of credit or payment in advance. For credit card orders, Buyer's account will be charged upon shipment of the Products.

**2.2. Taxes and Charges.** Buyer shall pay all transportation, handling, insurance, taxes (except for taxes based on Newport's income), license fees, import, export and customs fees and duties, tariffs and other charges related to the Products or Services purchased hereunder. If claiming tax exemption, Buyer must provide Newport with valid tax exemption certificates.

**2.3. Interest Charges.** If Buyer fails to pay any invoice when due, Newport may charge Buyer interest in an amount equal to the lesser of one and one-half percent (1½%), or the maximum permissible rate, per month on any past due balance. Newport may withhold delivery of any Products or Services at any time in which Buyer's account is past due or exceeds its approved credit limit. If Newport employs any legal process to

recover any amount due and payable from Buyer hereunder, Buyer shall pay all costs of collection and reasonable attorney's fees.

### 3. DELIVERY; ACCEPTANCE

**3.1. Delivery; Title and Risk of Loss.** All Products will be delivered FOB (for domestic shipments) or EXW (for international shipments), Newport's designated factory. Delivery shall occur, title to the Products (except for title to any Software which shall at all times remain with Newport) shall pass from Newport to Buyer, and Buyer shall assume all risk of loss or damage, upon delivery of the Products to the carrier, unless otherwise agreed by both parties in writing. In no event shall Newport be liable for any delay in delivery (provided that Newport timely delivers the Products to the carrier as provided above), or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Newport.

**3.2. Acceptance of Products.** Buyer shall inspect all Products promptly upon receipt. The furnishing by Newport of a Product to Buyer shall constitute acceptance of that Product unless Newport receives a written notice of defect or nonconformity within five (5) business days after receipt by Buyer, provided, that such acceptance shall not relieve Newport of its warranty obligations hereunder.

### 4. CHANGES; CANCELLATION; RETURNS

**4.1. Newport Product Changes and Substitutions.** Newport reserves the right to (a) make changes in Products without notice, and without any obligation to incorporate those changes in any Products previously delivered to Buyer and (b) ship to Buyer the most current Product regardless of catalog description, if applicable.

**4.2. Buyer Changes to Orders or Specifications.** Buyer may make changes to any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) by providing written notice to Newport at least thirty (30) days prior to the scheduled shipment date. Any changes to any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, including but not limited to any changes to the specifications for the Products, must be approved in advance in writing by Newport. Newport must receive Buyer's change request at least thirty (30) days prior to the scheduled shipment date. In the event of changes to any order or the specifications for the Products, Newport reserves the right to adjust the prices and delivery dates for the Products, and to invoice Buyer for any unearned discounts based upon the actual quantities of Products delivered. In addition, Buyer shall be responsible for all costs associated with such change including, but not limited to, the burdened costs of all raw materials, work in progress and finished goods inventory on-hand or ordered which are impacted by such change.

**4.3. Cancellation.** Any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be cancelled by Buyer by providing written notice to Newport at least thirty (30) days prior to the scheduled shipment date. Any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, may be cancelled only upon Newport's prior written approval, which approval may be granted or withheld in Newport's sole discretion. Any order cancellation will be subject to the following cancellation charges with respect to all cancelled units of Products: (a) the contract price of all Products completed prior to such cancellation; (b) the burdened cost of all raw materials (including long lead time items) in Newport's possession or on order, (c) the burdened cost of all raw materials incorporated into and all labor applied to work in progress, plus profit thereon in accordance with Newport's published margins; and (d) other reasonable cancellation charges including, but not limited to, non-recurring engineering expenses, cancellation costs payable by Newport to its suppliers, and any other costs incurred by Newport relating to such cancellation. Newport will use commercially reasonable efforts to reduce such cancellation costs by reallocating materials to other projects and/or returning surplus material to, or canceling orders with, its suppliers. In no event shall the Buyer be liable for more than the contract price of the cancelled Products.

**4.4. Returns.** Custom or option configured Products, film, optics, or any order or series of similar orders for standard Products which exceeds \$5,000 in the aggregate, are non-returnable. Any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be returned to Newport for credit within thirty (30) days of the initial invoice date (60 days outside of

the U.S.) and are subject to a 25% restocking charge. Prior to returning a Product, Buyer must contact Newport's Return Department for shipping instructions and a return material authorization number ("RMA#"). Buyer must ship the Product back in its original condition and in the original or equivalent packaging, with the RMA# clearly marked on the outside of the box, freight prepaid. Newport shall not be responsible for any damage occurring in transit or obligated to accept Products returned without a RMA#. Buyer bears all risk of loss or damage to the returned Products until delivery at Newport's designated facility. Any return shipment received by Newport without an RMA# and/or whose contents are not received in their original condition, may be reshipped by Newport freight collect to Buyer.

## 5. PROPRIETARY RIGHTS; CONFIDENTIALITY

**5.1. Newport Rights.** Unless otherwise specifically agreed in writing by Buyer and Newport, as between Buyer and Newport, Newport retains all right, title and interest in and to the Software, all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Newport or its employees, including without limitation those developed and/or used in connection with the manufacture of the Products or performing Services hereunder (collectively, the "Newport Rights"). Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Newport hereby grants to Buyer a nonexclusive, nontransferable, worldwide, limited license to use the Newport Rights solely to the extent required for Buyer to use the Products or Software sold or licensed hereunder. Newport shall retain all right, title and interest in and to all materials, fixtures or tools designed, developed or manufactured by Newport in connection with the manufacture of the Products.

**5.2. Buyer Rights.** Unless otherwise specifically agreed in writing by Buyer and Newport, as between Buyer and Newport, Buyer retains all right, title and interest in and to all specifications and materials provided by Buyer to Newport, and all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Buyer or its employees (the "Buyer Rights"). Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Buyer hereby grants to Newport a nonexclusive, worldwide, limited license to use and exploit the Buyer Rights solely to the extent required for Newport to perform its obligations and exercise its rights hereunder.

**5.3. Confidentiality.** Each of Buyer and Newport acknowledges that in connection with the purchase and sale of Products or Services, each party may make available to the other party certain confidential and proprietary business and technical information and materials, including the Software (the "Confidential Information"). Confidential Information shall be clearly marked with proprietary legends of the disclosing party at the time of disclosure. If Confidential Information is orally or visually disclosed, it shall be reduced to writing and clearly marked with proprietary legends by disclosing party within 30 days of disclosure. All of the protections and restrictions in these Terms and Conditions as to the use and disclosure of Confidential Information shall apply during such 30-day period. Notwithstanding the foregoing, any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information regardless of whether it is properly marked with legends or properly reduced to writing. Each party agrees that it (a) will hold the Confidential Information in strict confidence and use its reasonable efforts to prevent the unauthorized disclosure of the Confidential Information; (b) will not disclose the Confidential Information in any manner whatsoever, except as required by applicable law; (c) will use the Confidential Information only for the purpose of performing its obligations hereunder or in conjunction with the operation of the Products or Software and for no other purpose; and (d) will provide access to the Confidential Information to only those of its employees or representatives who need to know the Confidential Information for the purpose of performing their duties in connection with the Products or Services. These obligations shall not apply to information that: (i) was independently developed by or for the receiving party without use of the disclosing party's Confidential Information, in whole or in part, as demonstrated by written evidence; (ii) is or becomes generally available to the public without breach of confidentiality obligations by the receiving party; (iii) was in the receiving party's possession or was known by the receiving party without restriction at the time of disclosure by disclosing party, as demonstrated by written evidence; or (iv) is lawfully received by the receiving party on a nonconfidential basis from a third party without breach by such third party of any legal, contractual, or fiduciary obligation to the disclosing party.

## 6. WARRANTY; DISCLAIMER OF WARRANTY

**6.1. Product Warranty.** Except as otherwise expressly stated in Newport's quote or in the current operating manual or other written guarantee for any of the Products, Newport warrants that, for the period of time set forth in Section 6.2 below with respect to each Product or component type (the "Warranty Period"), the Products sold hereunder will be free from defects in material and workmanship, and will conform to the applicable specifications, under normal use and service when correctly installed

and maintained. Newport shall repair or replace, at Newport's sole option, any defective or nonconforming Product or part thereof which is returned at Buyer's expense to Newport's facility, provided, that Buyer notifies Newport in writing promptly after discovery of the defect or nonconformity and within the Warranty Period. Products may only be returned by Buyer when accompanied by a return material authorization number ("RMA#") issued by Newport's Return Department, with freight prepaid by Buyer. Newport shall not be responsible for any damage occurring in transit or obligated to accept Products returned for warranty repair without a RMA#. Buyer bears all risk of loss or damage to the Products until delivery at Newport's designated facility. Newport shall pay for shipment back to Buyer for Products repaired under warranty. For Products returned for repair that are not covered under warranty, Newport's standard repair charges shall be applicable in addition to all shipping expenses. Unless otherwise stated in Newport's repair quote, any such out-of-warranty repairs are warranted for ninety (90) days from date of shipment of the repaired Product.

**6.2. Warranty Period.** Lasers and components thereof are warranted for the number of months or measure of usage specified in Newport's quote or operating manual for each laser or component thereof, or, if not specified in Newport's quote or operating manual, twelve (12) months from the date of shipment (except for the flashlamp components of lasers, the optical and crystal components of pulsed lasers, service parts, and stand-alone semiconductor diode lasers, which are warranted for ninety (90) days). Gratings, optical filters and replicated mirrors (whether sold as separate Products or constituting components of other Products) are warranted for a period of ninety (90) days from the date of shipment. All other Products are warranted for a period of twelve (12) months from the date of shipment.

**6.3. Warranty Exclusions.** The above warranty does not apply to Products which are (a) repaired, modified or altered by any party other than Newport; (b) used in conjunction with equipment not provided or authorized by Newport; (c) subjected to unusual physical, thermal, or electrical stress, improper installation, misuse, abuse, accident or negligence in use, storage, transportation or handling, alteration or tampering, or (d) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. On-site warranty repair is not covered under the foregoing warranty.

**6.4. DISCLAIMER OF WARRANTIES; EXCLUSIVE REMEDY.** THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEWPORT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, SOFTWARE OR SERVICES. NEWPORT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS, SOFTWARE OR SERVICES. THE OBLIGATIONS OF NEWPORT SET FORTH IN THIS SECTION SHALL BE NEWPORT'S SOLE LIABILITY, AND BUYER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY. Representations and warranties made by any person including distributors, dealers and representatives of Newport which are inconsistent or in conflict with the terms of this warranty shall not be binding on Newport unless reduced to writing and approved by an expressly authorized officer of Newport.

## 7. INDEMNITY.

**7.1. Newport Indemnity.** Newport shall indemnify and hold harmless Buyer from any final award of damages in any suit or proceeding instituted against Buyer based upon a claim that a Product or the Software sold or licensed hereunder infringes any patent or copyright of a third party. Newport shall defend, at its expense, any such suit or proceeding provided that: (a) Buyer gives Newport prompt notice in writing of any such suit and permits Newport through counsel of its choice, to answer the charge of infringement and defend such suit; and (b) Buyer gives Newport all the needed information, assistance and authority, at Newport's expense to enable Newport to defend such suit. Newport shall not be responsible for payment of any amounts under any settlement made without its prior written consent. The foregoing indemnity shall not apply to the extent such alleged or actual infringement arises as a result of (i) the use or incorporation of such Product or Software in a manner or in combination with any other products, devices or parts not specified in Newport's specifications therefor, (ii) modifications of such Product or Software made by Buyer or any party (other than Newport) which were not approved by Newport, or (iii) Newport's compliance with any of Buyer's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, nonappealable order that the Product or the Software is infringing in a manner for which Newport is obligated to indemnify Buyer pursuant to this Section 7.1, Newport shall, at its option, either (1) procure for Buyer the right to continue using such infringing Product or Software; (2) replace the infringing Product or Software with a non-infringing item of like form, fit or function; (3) modify the Product or Software so that it no longer infringes; or (4) remove the Product or Software and refund the purchase price to Buyer. THIS SECTION STATES NEWPORT'S SOLE RESPONSIBILITY AND LIABILITY, AND THE BUYER'S SOLE REMEDY, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT OR

COPYRIGHT BY ANY PRODUCT OR SOFTWARE DELIVERED HEREUNDER OR ANY PARTS THEREOF. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL NEWPORT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH INFRINGEMENT.

**7.2. Buyer Indemnity.** Buyer shall indemnify and hold harmless Newport from and against any expense or loss resulting from any actual or alleged infringement of any patent or copyright arising as a result of (a) Newport's compliance with any of Buyer's designs, specifications or instructions, (b) the use or incorporation of such Product or Software in a manner or in combination with any other products, devices or parts not specified in Newport's specifications therefor, or (c) modifications of such Product or Software by Buyer or any party (other than Newport) which were not approved by Newport. Buyer shall defend, at its expense, any suit brought against Newport alleging any such infringement provided that Newport (i) gives Buyer prompt notice of any such suit and permits Buyer, through counsel of its choice, to defend such suit and (ii) gives Buyer all needed information, assistance and authority, at Buyer's expense, necessary for Buyer to defend any such suit.

## 8. CUSTOMER FURNISHED MATERIAL.

**8.1.** In the event that Buyer, with Newport's prior approval, provides products, raw materials, fixtures or tools (collectively, the "Customer Furnished Material" or "CFM") to Newport for incorporation into, or use in the manufacture of, the Products, or in conjunction with the Services, Buyer shall retain title to, and shall continue to bear all risk of loss or damage to, such CFM. CFM IS PROVIDED BY BUYER AT BUYER'S RISK. IN NO EVENT SHALL NEWPORT BE LIABLE FOR ANY LOSS OR DAMAGE TO SUCH CFM RESULTING FROM ANY CAUSE WHILE IN NEWPORT'S POSSESSION. BUYER SHALL BE SOLELY RESPONSIBLE FOR INSURING THE CFM AGAINST ANY SUCH LOSS OR DAMAGE.

**8.2.** CFM certification and quality are the responsibility of Buyer. All CFM is subject to inspection by Newport upon receipt, and Newport reserves the right to refuse the CFM and/or requote the order based upon such inspection. CFM is not guaranteed to yield Buyer's total order quantity. If material shortages occur due to yield, Buyer shall, at its option, either supply additional CFM to complete the order or close the order short. Any CFM not used by Newport will be returned to Buyer, at Buyer's risk and expense.

**9. LIMITATION OF LIABILITY.** NEWPORT SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOOD WILL, INCONVENIENCE, OR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, OR CLAIMS OF THIRD PARTIES, REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR TORT, WHETHER FROM BREACH OF THIS AGREEMENT, OR DEFECTIVE PRODUCTS, OR LOSS OF DATA OR FROM ANY OTHER USE, EVEN IF NEWPORT HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGE. NEWPORT'S LIABILITY FOR LOSS OR DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PARTICULAR PRODUCT.

## 10. GENERAL

**10.1. Exceptions to Performance.** Newport's performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that Newport is prevented from performing its obligations in whole or in part by riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, changes in law, regulation or governmental policy, acts or omissions of vendors or suppliers, transportation difficulties or delays, or other causes beyond its reasonable control. In such event, such performance shall take place as soon thereafter as is reasonably practicable. Failure of the Buyer to provide timely response to requests from the Newport may also result in delivery delays which shall be excused hereunder.

**10.2. Export.** Buyer acknowledges and agrees that the Ultimate Destination of the Products and Software is in the United States of America, unless otherwise indicated in the Newport quote and/or order acknowledgment. Buyer shall not, nor shall Buyer authorize or permit its employees, distributors, customers, and/or agents to, export or re-export any of the Products or Software (including any information relating thereto) to any foreign national, nation, firm, or country, including foreign nationals employed by or associated with Buyer, without first complying with all U.S. laws, regulations or ordinances including the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulation (EAR), including the requirement for obtaining an export license, if applicable. Buyer agrees to defend, indemnify, and hold harmless Newport from and against any claim, loss, liability, expense, or damage (including liens or legal fees) incurred by Newport with respect to any of Buyer's export or re-export activities contrary to this provision.

**10.3. Severability.** If any provision of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall remain, nevertheless, in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision in order to give the most approximate effect intended by the parties.

**10.4. No Waiver.** No waiver of any provision of these Terms and Conditions shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of either party to enforce at any time any of the provisions of these Terms and Conditions, or the failure to require at any time performance by the other party of any of the provisions of these Terms and Conditions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.

**10.5. Remedies.** Newport shall have the right to terminate any order, or to delay the shipment thereof, by reason of (a) Buyer's bankruptcy or insolvency, or the pendency of any proceedings against Buyer under any statute for the relief of debtors; (b) Buyer's breach of these Terms and Conditions; (c) Newport's learning that the ultimate destination of the Products is other than that set forth in the Newport quote; or (d) failure of Buyer to meet any other reasonable requirements established by Newport or to provide timely responses to requests from Newport (including acts or omissions of Buyer which may delay production).

**10.6. Governing Law; Jurisdiction and Venue.** These Terms and Conditions shall be construed under and according to the laws of the State of California without regard to its conflict of law provisions. The parties agree that jurisdiction and venue for any actions relating to these Terms and Conditions will be in the state or federal courts located in the County of Orange, State of California. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in County of Orange, State of California, for the adjudication of any dispute hereunder or in connection herewith and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper.

**10.7. Attorney's Fees.** In the event of any action, suit or proceeding relating to the subject matter hereof, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys' fees and related costs from the non-prevailing party.





College of Engineering

Office of the Dean

1910 University Drive Boise, Idaho 83725-2100

phone 208-426-1153

fax 208-426-4466

<http://coen.boisestate.edu>

The National Science Foundation  
Major Research Instrumentation (MRI) Program  
4201 Wilson Boulevard  
Arlington, VA 22230

January 20, 2009

MRI Proposal Reviewers:

It is my pleasure to indicate my strong support for the proposal: "Acquisition of a Vis-NIR Tunable Femtosecond Mode-Locked Pulsed Laser Source and Measurement System" by Kuang, Yurke, Lee, Zhang, and Knowlton. I am extremely supportive of the interdisciplinary team that Professor Kuang has gathered, including core faculty from Chemistry, Physics, Electrical and Computer Engineering, and Materials Science and Engineering at Boise State University.

As detailed in the proposal, the University has obtained approval from the Idaho Department of Public Works to proceed with a complete laboratory remodel to accommodate the proposed laser system. This project will convert three classrooms totaling 3,600 square feet into five research laboratories and a facilities support area. One of these laboratories (700 square feet) will be dedicated to the optical characterization lab supporting this project. The lab has been specifically designed to meet the mechanical, electrical and environmental requirements to support the Ti:Sapphire laser. This project has been approved through the design drawing phase and is being submitted for bid through the state contracting office. Construction is scheduled to begin in spring 2009, dependent upon receiving a successful bid and continued availability of state funds.

This proposal will support a large breadth of research activity in the college and across the campus of Boise State University. It is interesting to note that the proposed activities include development of photothermal cancer therapy, characterization of electronic and photonic devices, and the development of revolutionary devices and lithography techniques based on DNA nanobreadboard self-assembly technology, pioneered by co-PI Yurke. This self-assembly technique promises an order of magnitude improvement over the best lithographic systems currently available, and the characterization ability of the proposed laser system will be essential to fully develop the capability of this new technology.

Please do not hesitate to contact me if you require any additional information.

Best regards,

A handwritten signature in blue ink that reads "Cheryl B. Schrader".

Cheryl B. Schrader  
Dean, College of Engineering



College of Engineering

Electrical and Computer Engineering Department

1910 University Drive Boise, Idaho 83725-2075

Engineering and Technology Building, Room 240  
Phone: 208-426-5788 - Fax: 208-426-2470

January 22, 2009

To Whom It May Concern:

Please consider this letter as enthusiastic support of Dr. Wan Kuang's MRI proposal. Dr. Kuang has been very active in the area of quantum optics and nanotechnology and is taking a lead role in this proposal's development. In a demonstration of support, the Electrical and Computer Engineering (ECE) Department is providing release time during academic year for Dr. Kuang to pursue this project. In addition, the Department is also providing for funding for one graduate research assistant with monthly stipend and tuition waiver. This student will work under Dr. Kuang's direction, researching quantum optics and nanotechnology as it relates to optical characterization. To ensure the success of this project, the Department has also provided Dr. Kuang with complete access to the Department's five-person support team.

The proposed acquisition of a wide-wavelength-tunable, mode-locked femtosecond laser source and measurement system. This acquisition will significantly strengthen the infrastructure for nanophotonic devices and materials research.

Dr. Kuang is a central figure in Boise State University's ECE department, which was established in 1996. Our bachelor's degree (BSEE) became accredited in 1998 while our Master's degree (both an MSEE and an M.Engr) programs were implemented in 2000. In the spring of 2006, we received approval from the State Board of Education to start a doctoral (Ph.D) program in ECE. To date, we have eleven students enrolled in this new Ph.D. program with an additional 60 Master's students and more than 260 undergraduates. In the last decade, Boise State's role as a "service-only" university has changed. There has been tremendous growth in the high-tech industry in Idaho (e.g. Micron, HP, etc) and in an effort to support the needs of the community, greater northwest area of the US, and the nation, Boise State is working to become a Carnegie Research Intensive University.

Given this team's tenacity, work ethic, and commitment to quality, I see that they will work aggressively to make this project a success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thad Welch", written over a horizontal line.

Thad Welch, Professor and Chair  
Electrical and Computer Engineering Department

Visit us online: <http://coen.boisestate.edu/ece/>



Office of Sponsored Programs

1910 University Drive Boise, Idaho 83725-1135

phone 208-426-1574

fax 208-426-1048

osp@boisestate.edu

Date: January 22, 2009

Principal Investigator: Wan Kuang

Application Title: MRI: Acquisition of Vis-NIR Tunable Femtosecond Mode-Locked Laser System for Nanophotonic Devices and Materials Research

Sponsor: National Science Foundation

Project Period: 7/15/2009 - 7/14/2011

Amount Requested: \$627,185

Boise State University is a non-Ph.D. granting institution of higher education, as defined by the National Science Foundation. This proposal does not exceed the institutional limit for the submissions to the Major Research Instrumentation Program.

The appropriate programmatic and administrative personnel of Boise State University have reviewed and approved the proposed budget and scope of work submitted on behalf of Boise State University. They are aware of the pertinent federal regulations and policies and are prepared to establish the necessary inter-organizational agreements that will ensure compliance with all such policies.

BOISE STATE UNIVERSITY

AUTHORIZED SIGNATURE

A handwritten signature in blue ink, appearing to read "Karen Henry".

Karen Henry, Director  
Office of Sponsored Programs

January 22, 2009

Date



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Demolition of various structures at the former East Junior High School property

**REFERENCE**

April 2007 Board approved land purchase and swap agreement with the Boise School District

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.2.

**BACKGROUND/DISCUSSION**

In 2007 Boise State University and the Boise School District entered into a Board approved agreement to swap two parcels of land, resulting in the school district taking ownership of a parcel of land located in Barber Valley and the University taking ownership of the property where East Junior High currently stands. That agreement provided the framework for the redevelopment of the East Junior High property into competitive athletic fields and facilities that will be used by both the University and school district.

Since the agreement was executed in 2007, the Boise School District has developed a new facility to replace East Junior High School. In August 2009, when the district moves to the new facility, the University will take possession and control of the East Junior High property.

**IMPACT**

Once Boise State University takes possession of the East Junior High property, the University will take certain actions to mitigate the risk of harm that may arise from the unauthorized occupation of vacant facilities and to ensure that any hazardous materials on the property are properly abated and removed. The University will continue fund raising efforts for construction of new facilities on the property.

Based on various studies and design development documents, the total estimated project cost for demolition and related activities is \$750,000, as seen in Attachment 2. Source of funding for the project is institutional funds, including \$500,000 unallocated bond reserves and \$250,000 in local funds from Athletics. No bond or debt issuance is required and no appropriated funds will be used.

This project will be procured by the standard process using the State of Idaho's Division of Public Works.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet  
Attachment 2 – Project Budget

Page 3  
Page 4

**STAFF COMMENTS AND RECOMMENDATIONS**

The East Junior High site had an appraised value of \$6,100,000 as-is and a value of \$6,850,000 if the existing structures were demolished. Consequently, the building's considered a detriment to market value. The detriment was measured by the appraiser at its estimated demolition cost of \$750,000.

However, the buildings were considered to have value to be used by the University as temporary occupancy space (swing space) until the site is developed into the track complex. Thus, the building's were to be utilized, for minimal cost, until the demolition was needed. The University has now determined the buildings have asbestos and in order to reduce the risk of exposure will go forward with demolition. In addition, the University does not have imminent plans to occupy the space for storage.

Staff recommends approval.

**BOARD ACTION**

A motion to allow Boise State University, in conjunction with the state Division of Public Works, to proceed with demolition and related activities on the East Junior High School property for a total project cost not to exceed \$750,000.

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

Office of the Idaho State Board of Education  
 Capital Project Tracking Sheet  
 Jul-09

History Narrative

1 **Institution/Agency:** Boise State University      **Project:** East Junior High School Demolition  
 2 **Project Description:** Demolition and related activities of various existing structures at East Junior High School near Broadway Ave and Warm Springs Ave. Demolition is the first task as Boise State University redevelops the property in accordance with the purchase agreement with the Boise School District.  
 3 **Project Use:** Prepare site for new development include hazardous material abatement and removal.  
 4 **Project Size:** TBD

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
9 Initial Cost of Project	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 750,000
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22 Total Project Costs	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 750,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds	Student Revenue	Other		
26 Requested 8/2009	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -
27							
28							
29							
30 Total	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ 750,000

**Architectural & Engineering Services  
Project Budget**

<b>Project Number:</b>	DPW TBD
<b>Project Title:</b>	East Junior High School Demolition
<b>Date:</b>	7/10/2009

Category	Budget
Architectural Fees	22,762
Construction Costs	502,567
Construction Contingency	50,257
<b>Subtotal</b>	<b>575,586</b>

University Costs	16,890
Project Contingency	157,524

<b>Total Project</b>	<b>\$ 750,000</b>
----------------------	-------------------

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Capital Project Authorization Request, Wallace Residence Center Roof Replacement

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedure, Section, V.K.1 & V.K.2

**BACKGROUND/DISCUSSION**

This is an initial request for Board of Regent's authorization to design and construct a new roof for the Wallace Residence Center located on the University of Idaho campus in Moscow, Idaho.

The Wallace Residence Center serves as the primary residential facility for first and second year undergraduate students who elect to reside within University housing. The facility dates to 1964 and consists of four residential wings plus a central core. The facility is noted in the University's Long Range Development Plan as being a facility the University should continue to utilize into the known future. Accordingly, the Wallace Residence Center is on the University's Capital Development Plan and is slated to receive a bond financed series of renovations and improvements. However, the timing of these improvements is yet to be determined.

Recently, the University commissioned Associated Architects, Moscow, Idaho, to conduct an assessment of the existing roof membrane of the facility. Associated Architects serves as the State of Idaho roofing engineer for the northern Idaho region.

The assessment showed that the existing roof membrane on the four residential wings is well beyond a reasonable expectation of service life and has experienced recent severe deterioration. The assessment concluded with a recommendation to immediately replace the roof membrane for the residential wings, and estimated the cost of doing so to be \$533,000.

At this time, the University is requesting authorization to proceed with the design and construction of the replacement of the roofing membrane for this critical University facility.

This project is fully consistent with the university's strategic plan, residential life goals, and the University's Long Range Capital Development Plan (LRCDP).

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

---

**IMPACT**

The immediate fiscal impact of this effort will be approximately \$533,000. The project fund source is Auxiliary Services and University Housing facility reserves, which are allocated for this specific and intended purpose.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 463,000
Federal (Grant):	0	A/E & Consultant Fees	30,000
Other (State & UI)	<u>533,000</u>	Contingency	<u>40,000</u>
Total	\$ 533,000	Total	\$ 533,000

**ATTACHMENTS**

Capital Project Tracking Sheet

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by the University of Idaho to proceed with the design and construction of the new roof for the Wallace Residence Center and to authorize the University to award contracts for the design and construction of the new roof for a total combined project budget not to exceed \$533,000.

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

**Office of the Idaho State Board of Education  
Capital Project Tracking Sheet  
As of Aug, 2009**

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Wallace Residence Center Roof Replacement, University of Idaho, Moscow, Idaho
- 2 **Project Description:** Design & Construction phase work to replace deteriorated existing roofing membranes at the four residential wings of the Wallace Residence Center located on the main campus of the University of Idaho, Moscow, Idaho.
- 3 **Project Use:** Project will remove the existing roofing membranes of the Wallace Residence Center and replace them with a flat seam metal roof system. Project Authorization is sought for the design and construction phases in the amount of \$533,000.
- 4 **Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
9 Initial Cost of Project	\$ -	\$ -	\$ 533,000	\$ 533,000	\$ 30,000	\$ 463,000	\$ 40,000	\$ 533,000
10 History of Revisions:								
11								
12								
13								
14								
15								
16 <b>Total Project Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 533,000</b>	<b>\$ 533,000</b>	<b>\$ 30,000</b>	<b>\$ 463,000</b>	<b>\$ 40,000</b>	<b>\$ 533,000</b>

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
20 Initial Authorization Request, Aug 09					\$ 533,000		\$ 533,000	\$ 533,000
21								
22								
23								
24								
25 <b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 533,000</b>	<b>\$ 533,000</b>	<b>\$ 533,000</b>	<b>\$ 533,000</b>

27 \* University of Idaho Housing reserve and maintenance funds set aside for this purpose . UI will report back to the Board of Regents any resulting revisions to the project estimate resulting from the bid process and seek additional project authorization as may be required.

28 \*\* Project Contingency



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

University of Idaho request for approval of the settlement agreement discussed in executive session

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.  
Idaho Code Sections 67-2345(d) and (f).

**BACKGROUND/DISCUSSION**

The University of Idaho requests approval of the litigation settlement agreement consistent with the terms discussed in executive session.

**IMPACT**

Approval of the settlement will bring finality to this matter.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has no comments.

**BOARD ACTION**

A motion to approve the settlement considered by the Board in executive session and to authorize the University of Idaho to sign all necessary settlement documents.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Property sale: (six-plex apartment complex) at 619, 621, 623, 625, 627 6<sup>th</sup> St. and 601 7<sup>th</sup> Ave., Lewiston, ID

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1

**BACKGROUND/DISCUSSION**

This property, located across 7<sup>th</sup> Avenue, immediately to the north of LCSC's Lewiston campus, consists of a contiguous block of six small rental apartments (5 units on the north end of the complex facing 6<sup>th</sup> St., with 6<sup>th</sup> St. addresses; and a sixth unit on the southern end of the complex, facing 7<sup>th</sup> Ave., with a 7<sup>th</sup> Ave. address). Acquired by the College November 2001 for use as student rental units, the apartments have experienced physical deterioration and are becoming increasingly difficult and expensive to maintain. Although the property lies close to LCSC's main campus, the property lies outside of the axes of projected growth to the south and east of the campus. The apartment complex adjoins a small restaurant (currently closed) which is now privately owned by an individual who intends to reopen the café and would like to acquire the 6-plex and replace it with a small parking lot. Sale and demolition of the aging apartments would improve the aesthetics of the neighborhood and would free up resources for the College to use on higher priority needs. LCSC faces major expenditures to restore the units to a safe, rentable condition—a major investment in the facility is not justifiable in terms of the potential future rental income or as an investment for future demolition to accommodate new construction.

**IMPACT**

Sale of the subject property makes financial sense for the College, obviating the need for costly repairs to the structure, which would exceed the rent income collected from tenants. The College purchased the property for approximately \$151,000 in 2001; remaining principal to be paid is approximately \$70,000. The appraisal estimated that the value of the property under the "income approach" would be \$171,330; however, the College estimates that over \$60,000 in major repairs (asbestos removal, mold remediation, roofing, electrical safety upgrades, plumbing, flooring, wall repairs, etc.) would be required before tenants could reoccupy the now vacant facility. LCSC recommends Board approval of the offered purchase price of \$105,000. Proceeds from sale of the property would be used to support the College's core mission areas.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**ATTACHMENTS**

Attachment 1 – Overhead photo showing location of six-plex	Page 3
Attachment 2 – Photo of unit (7 <sup>th</sup> Avenue view)	Page 5
Attachment 3 – Photo of unit (6 <sup>th</sup> Street view)	Page 6
Attachment 4 – Appraisal of property	Page 7
Attachment 5 – Purchase and Sale Agreement	Page 37

**STAFF COMMENTS AND RECOMMENDATIONS**

The structures to the west of the subject property are owned by private parties, and the College has determined that this property is not in its long-term facilities plan.

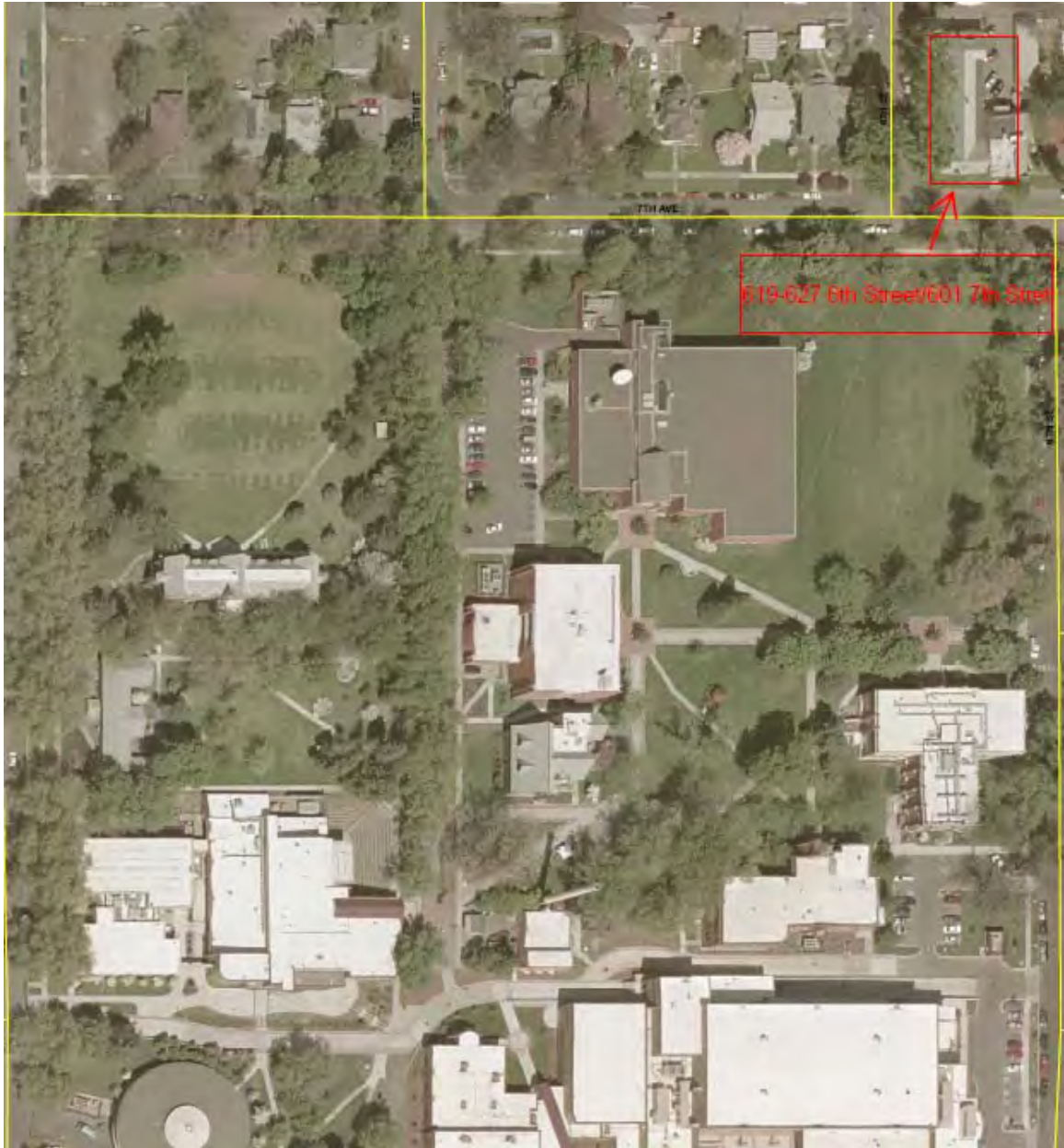
The College believes the appraisal does not take into consideration the extensive repairs that would be required in order to use the property by a new owner. The difference between appraised value and sales price approximates the cost of the major repairs. The agreement is to sell the property for \$105,000, which is \$31,000 more than the remaining principal of \$74,000.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the request by Lewis-Clark State College to sell the property (six-plex) apartments located at 619-627 6<sup>th</sup> St., and 601 7<sup>th</sup> Ave., Lewiston, Idaho, for \$105,000, and to authorize the College's Vice President for Finance and Administration to sign the associated sales documents on behalf of the State Board of Education in its capacity as the Board of Trustees for the institution.

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



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Lender	LEWIS CLARK STATE COLLEGE			File No.	0031120
Property Address	619 6th St				
City	Lewiston	County	Nez Perce	State ID	Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE				

**TABLE OF CONTENTS**



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Comparable Sales Map ..... 20

Photograph Addendum ..... 21

Photograph Addendum ..... 22

Photograph Addendum ..... 23

Photograph Addendum ..... 24

Photograph Addendum ..... 25

GP Commercial Certifications Addendum ..... 26

## SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	619 6th St
	Legal Description	North 76.92' of Lot 11 & lot 10, except E.44' of S65.08', all in Block 1 North Park Place
	City	Lewiston
	County	Nez Perce
	State	ID
	Zip Code	83501-2603
	Census Tract	9903.00
	Map Reference	30300
SALES PRICE	Sale Price	\$ na
	Date of Sale	na
CLIENT	Lender	LEWIS CLARK STATE COLLEGE
	Client	LEWIS CLARK STATE COLLEGE
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	4,754
	Price per Square Foot	\$
	Location	Normal Hill
	Age	1922
	Condition	Fair
	Total Rooms	24
	Bedrooms	8
	Baths	6
APPRAISER	Appraiser	Gary C Chase
	Date of Appraised Value	5/22/2009
VALUE	Opinion of Value	\$ 180,000

**COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT**

File No.: 0031120

<b>SUBJECT</b>	Property Address: 619 6th St		City: Lewiston		State: ID		Zip: 83501-2603		
	County: Nez Perce		Legal Description: North 76.92' of Lot 11 & lot 10, except E.44' of S65.08', all in Block 1 North Park Place						
	Building Name (if applicable): Sixth Street Apartments								
	Parcel ID #(s): RPL10600810110A								
	Borrower (if applicable): na								
	Current Owner of Record: LCSC								
	Property Use (if mixed, check all that apply): <input type="checkbox"/> Office <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Retail <input checked="" type="checkbox"/> Other (describe) Multi-family								
	Comments on Property Use: Six unit apartment building plus detached garage structure								
	Market Area Name: Downtown Lewiston		Map Reference: 30300			Census Tract: 9903.00			
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)								
<b>ASSIGNMENT PARAMETERS</b>	Intended Use: Asset management and potential marketing of property								
	Intended User(s) (by name or type): Client and client's advisors								
	This report is not intended by the appraiser(s) for any other use or by any other user(s). The appraiser(s) assume no liability for any unauthorized use of this appraisal report.								
	Client: LEWIS CLARK STATE COLLEGE				Contact: Lucy K. Loewen				
	Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501								
	Phone: 792-2240		Fax:		E-mail: lkloewen@lcsc.edu				
	Appraisal Company: Chase Appraisals,								
	Address: 903 D Street Suite 201, Lewiston, ID 83501								
	Phone: (208) 743-8528		Fax:		Web:				
	Appraiser: Gary C Chase				Co-Appraiser:				
Designation: Certified General Appraiser				Designation:					
Certificate or License #: CGA- 31				Certificate or License #:					
Expiration Date: 10/16/2009		State: ID		Expiration Date:		State:			
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)									
Reporting Option(s): <input checked="" type="checkbox"/> Summary Appraisal Report <input type="checkbox"/> Restricted Use Appraisal Report <input type="checkbox"/> Other (describe)									
This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective									
<input type="checkbox"/> If checked, this report is also subject to the following Hypothetical Conditions and/or Extraordinary Assumptions:									
Hypothetical Conditions (if applicable):									
Extraordinary Assumptions (if applicable):									
<b>SCOPE OF WORK</b>	<b>Extent of Inspection of Subject Property:</b>				<b>Data Sources Used:</b>				
	Appraiser: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None		Date of Inspection: 5/22/2009		<input checked="" type="checkbox"/> MLS		<input checked="" type="checkbox"/> Public Records		
	Co- or Supervisory Appraiser: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None		Date of Inspection:		<input type="checkbox"/> Lender and/or Client		<input type="checkbox"/> Owner		
	Building Area Measured? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>				<input type="checkbox"/> Plans & Specifications		<input type="checkbox"/> Contract		
	Approaches to Value Developed for This Appraisal: <input type="checkbox"/> Cost Approach <input checked="" type="checkbox"/> Sales Comparison Approach <input checked="" type="checkbox"/> Income Approach				<input checked="" type="checkbox"/> Other (describe) Owner representatives				
	Reasons for Excluding an Approach to Value: Cost approach is not reliable or directly applicable for this older building located in a fully built up neighborhood								
	Additional Scope of Work Comments: See attached addenda (page 14).								
	<b>VALUE SUMMARY</b>	Value Indication - Total Site Value:							\$
		Value Indication - Cost Approach:							\$
		Value Indication - Sales Comparison Approach:							\$ 194,900
Value Indication - Income Approach:							\$ 171,300		
Opinion of Value of any Personal Property and/or Other Non-Realty Interests Included:							\$		
DATE OF REPORT: June 06, 2009		DATE OF INSPECTION: 5/22/2009							
OPINION OF VALUE (as defined): \$ 180,000		(as is) and/or \$		(other, describe)					
EFFECTIVE DATE(S) OF VALUE: 5/22/2009		(as is) and/or		(other, describe)					



COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

Market Area Name: Downtown Lewiston Market Area Boundaries: Snake River on west, Clearwater River on north, 29th-30th Streets on east, and on the south running from east to west, undeveloped area south of 16th avenue to 21st Street, south of Lewiston Shopping Center, 28th Avenue, Vineyard, and bluff edge south and west to south of the Lewiston Country Club.

Characteristics			Present Land Use						
Location:	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Vacant:	10 %	Undersupply	Balanced	Oversupply	Vacancy
Built up:	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	One-Unit Residential:	45 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 %
Development:	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Decreasing	Multi-Unit Residential:	15 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 %
Value Trend:	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Decreasing	Office: including Hospital	10 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10 %
Rental Demand:	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Decreasing	Retail:	5 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 %
Vacancy Trend:	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Decreasing	Industrial:&(public)	15 %	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0 %

Change in Land Use:  Unlikely  Likely \*  Taking Place \* \* From: \_\_\_\_\_ \* To: \_\_\_\_\_

Change in Economic Base:  Unlikely  Likely \*  Taking Place \* \* From: \_\_\_\_\_ \* To: \_\_\_\_\_

If any Changes in Land Use and/or Economic Base are Likely or Taking Place, indicate the impact on property values:  Positive  Negative  None  N/A

Comments on Land Use and/or Economic Base Changes and Impacts: See market narrative below.

Marketability Factors	Exc.	Good	Avg.	Fair	Poor	N/A	Marketability Factors	Exc.	Good	Avg.	Fair	Poor	N/A
Convenience to Employment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Cond.:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transport:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description/Analysis of Market Area and Market Conditions (including support for the above characteristics and trends): See attached addenda (page 14).

Description/Analysis of the usages of nearby properties and in the Subject's immediate area: Lewis Clark State College located across street to the south. Residential uses adjacent to north and across street to west with small commercial building sharing east wall of the subject. St. Joseph's Regional Medical Center campus starts just 2 blocks north and Qwest service building located to the northwest across street. The area is prime for rental property demand.



COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

SUBJECT PROPERTY SALE/TRANSFER HISTORY	Is the Subject Property currently listed for sale? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If currently listed: List Price: \$ _____ Days on Market: _____			
	Analysis of Listing: _____			
	Is the Subject Property currently under Contract or Option? <input checked="" type="checkbox"/> No <input type="checkbox"/> Contract <input type="checkbox"/> Option Has the Contract or Option been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
	Date of Contract or Option: _____ Expires: _____ Contract Price: \$ na Closing Date: na			
	Buyer: _____ Seller: _____			
	Analysis of Contract/Option: _____			
	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.			
	Data Source(s): Records, owner			
	Subject Sale/Transfers	Prior Sale/Transfer # 1	Prior Sale/Transfer # 2	Prior Sale/Transfer # 3
	Date of Sale/Transfer:	None reported for the past		
Sale/Transfer Price:	3 years			
Data Source(s):	MLS, Records			
Analysis of Sale/Transfer History: <u>Not applicable. LCSC purchased the property in 2001.</u>				
ASSESSMENT	Assessment Date: na Parcel(s) Assessed: RPL10600810110A			
	Assessed Value: Total: \$ na Comments: Owner is public institution and is exempt from property taxes at this time.			
	Current Taxes: Year: _____ Tax Amount: \$ _____ Special Assessments: \$ _____			
	Comments: _____			
ZONING	Zoning Classification: R-4			
	Zoning Description: <u>High Density Residential</u>			
	Do present improvements comply with existing zoning requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: _____			
	Does the subject site comply with existing zoning requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments: _____			
	Uses allowed under current zoning: <u>Residential, 1 to multi-family, care facilities, bed &amp; breakfast facilities.</u>			
	Zoning Change: <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Likely * <input type="checkbox"/> Taking Place * * To: _____ Comments: _____			



COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

Total Site Dimensions: 45 x 142 x 100 x 77 x 55 x 65																																																																	
Total Site Area: 0.25 Acres	Excess Site Area (if applicable): Acres																																																																
Street Frontage: 45' on 7th Avenue & 142' on 6th Street																																																																	
Other Site Features or Elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe) _____																																																																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> </tr> </thead> <tbody> <tr> <td>Electricity:</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Avista</td> <td>Street:</td> <td>Asphalt</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Gas:</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Avista</td> <td>Width:</td> <td>80'</td> <td></td> <td></td> </tr> <tr> <td>Water:</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>City</td> <td>Surface:</td> <td>Asphalt</td> <td></td> <td></td> </tr> <tr> <td>Sanitary Sewer:</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>City</td> <td>Curb/Gutter:</td> <td>concrete</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storm Sewer:</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>City</td> <td>Sidewalk:</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Telephone:</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Qwest</td> <td>Street Lights:</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Multimedia:</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td>Alley:</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Electricity:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Avista	Street:	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Avista	Width:	80'			Water:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Surface:	Asphalt			Sanitary Sewer:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Curb/Gutter:	concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm Sewer:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Sidewalk:	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Telephone:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qwest	Street Lights:	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Multimedia:	<input type="checkbox"/>	<input type="checkbox"/>		Alley:	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private																																																										
Electricity:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Avista	Street:	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																										
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Telephone:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qwest	Street Lights:	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																										
Multimedia:	<input type="checkbox"/>	<input type="checkbox"/>		Alley:	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																										
Topography:	Level to gently sloping																																																																
Size:	Typical																																																																
Shape:	"L" shaped																																																																
Utility:	Average																																																																
Drainage:	Appears adequate																																																																
View:	Local																																																																
Rail Access:	na																																																																
Does the Subject Property lie within a FEMA Special Flood Hazard Area: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone: C																																																																	
FEMA Map #: 1601040001B FEMA Map Date: 1/20/1982																																																																	
Are any environmental issues known or suspected? <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, describe: _____																																																																	
Soil Conditions: Adequate																																																																	
Easements: No title report provided, but no apparent adverse easements observed.																																																																	
Encroachments: No title report provided, but no apparent adverse easements observed.																																																																	
Site Comments: Site is a corner lot, slightly raised above street grade.																																																																	

SITE DESCRIPTION



COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

General Description							
Property Type: 6 unit apartment building	Year Built: 1922		Actual Age: 77		Effective Age: 35		
# of Buildings: 1	# of Stories: 1		Total Estimated Economic Life: 70				
Construction Type: Tile block	Estimated Remaining Economic Life: 35				Design or Style: Flats		
Construction Status: <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Construction	Other:						
Quality: Average	Condition: Fair						
Building Breakdown							
Building Identification and Areas	Floor	Net Rentable Area Sq.Ft.	Sq.Ft.	Other Net Area Describe	Total Net Area Sq.Ft.	Common Area Sq.Ft.	GBA Sq.Ft.
2 bedroom units	1		920		920		920
1 bedroom units	1		2,822		2,822		2,822
2 bedroom unit - not leased	1		1,012		1,012		1,012
Column Totals Sq.Ft.			4,754		4,754		4,754
Describe Common Building Areas: Basement level is storage and mechanical use only.							
Usage Breakdown - All Buildings				Building Ratios - Combined			
Usage Type	Total Net Sq.Ft.	Usage %	Item	Calculated Value			
Office:		0 %	Building Efficiency Ratio (Net Building Area Sq.Ft./GBA Sq.Ft.):	100.00 %			
Retail:		0 %	Floor Area Ratio (GBA Sq.Ft./Net Site Sq.Ft.):	43.65 %			
Warehouse:		0 %	Building(s) Total Footprint:	4,754 Sq.Ft.			
Manufacturing:		0 %	Ground Coverage Ratio (Footprint Sq.Ft./Net Site Sq.Ft.):	43.65 %			
Distribution:		0 %	Comments:				
Research/Development:		0 %					
Residential:	4,754	100 %					
Parking Breakdown			Industrial Features		Other Building Features		
Item	Description		Item	#	Item	Description	
On Site:	minimal		# of Overhead Doors:				
Adequacy:	Ab avg for area		# of Loading Bays:				
Covered:	no		Floor Height (Feet):				
Garage:	6 small spaces		Ceiling Height (Feet):				
Surface:	gravel		Column Spacing (Feet):				
Total # of Spaces:	6		Railroad Spur: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Spaces/1,000 Sq.Ft. GBA:			Other:				
Improvement Rating							
	Exc.	Good	Avg.	Fair	Poor	N/A	
Appeal/Appearance:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Floor Plan/Design:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Construction Quality:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exterior Condition:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Interior Condition:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Roof Cover:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Insulation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Characteristics							
Item	Description						
Foundation:	p. concrete						
Frame:	Block						
Exterior Walls:	Tile Block						
Roof Support:	Wood						
Roof Cover:	Comp. Shingle						
Interior Partitions:	wood						
Ceiling:	plaster						
Insulation:	not exposed						
Floor & Covering:	carpet, vinyl						

DESCRIPTION OF THE IMPROVEMENTS

(Building Characteristics continued on next page)





COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

Summary of Highest & Best Use:

The existing use is legal, physically possible, financially feasible. A similar building with less physical and functional loss would be an ideal use of the site. The existing building appears to have some remaining economic life and provides a reasonable income stream that would have to be economically replaced before a substitute use would be feasible.

HIGHEST AND BEST USE

Highest & Best Use as if vacant:

A building with similar use but less physical and functional loss would be maximally productive.

Highest & Best Use as improved:  Present use  Proposed use (explain)  Other use (explain)

Actual Use as of Effective Date:

Use as appraised in this report:



COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

FEATURE	SUBJECT PROPERTY	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3	
Address	619 6th St Lewiston, ID 83501-2603	1103 Prospect Lewiston	603 16th St Lewiston	417 5th St Lewiston	
Proximity to Subject		0.45 miles SW	0.73 miles E	0.19 miles NW	
Building Usage/Name	6th St Apartments	Gist Apartments	1st Christ	Wattling	
Sale/Deed Reference		112563	110614	111313	
Data Source(s)		MLS	MLS/file	MLS	
Verification Source(s)		Broker	Agent	Agent	
Sale Price	\$ na	\$ 450,000	\$ 150,000	\$ 220,000	
<b>C.E. ADJUSTMENTS</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>+(-) \$ Adjust</b>	<b>DESCRIPTION</b>	<b>+(-) \$ Adjust</b>
Rights Appraised	Fee Simple	Fee Simple		Fee Simple	
Date of Sale/Time	5/21/2009	3/27/2009		8/28/2008	
Conditions of Sale	Normal	Normal		Normal	
Sale Concessions	na	none reported		Seller contract	-3,000
				Seller contract	-4,400
Cash Equivalent Price	\$	\$ 450,000	\$ 147,000	\$ 215,600	
C.E. Price/GBA	\$	\$ 63.26	\$ 66.46	\$ 62.60	
<b>VALUE ADJUSTMENTS</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>+(-) % Adjust</b>	<b>DESCRIPTION</b>	<b>+(-) % Adjust</b>
Net Building Area	4,754 sq.ft.	7,114 sq.ft.		2,212 sq.ft.	
Gross Building Area	4,754 sq.ft.	7,114 sq.ft.		2,212 sq.ft.	
Net Site Area (in Acres)	0.25	.48		.27	
Location	Normal Hill	Normal Hill-View	-2	Edge of NH	+2
Type of Construction	Tile block	Block		Frame	
Construction Quality	Average	Average		Average	
Age	1922	1941	-9.5	1947	-12.5
Condition	Fair	Average	-25	Average	-25
Parking	garages	garages		garages	
# of Units	6	10		4	
GAM		7.7		8.1	
				8.3	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -164,262	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -52,188	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -71,146	
Net Adjustment (Total, in % of \$ / SF GBA)		Net 36.5 % 36.50 % of \$/SF GBA	Net 35.5 % 35.50 % of \$/SF GBA	Net 33.0 % 33.00 % of \$/SF GBA	
Adjusted Sale Price (in \$ / SF GBA)		Gross 36.5 % \$ 40.17	Gross 39.5 % \$ 42.86	Gross 37.0 % \$ 41.94	
Comments/Analysis of Comparable Sales: The adjusted price per square foot ranges applied to the subject suggests a value range for the subject of between \$191,000 and \$204,000. Most weight is placed on the the lower end of the range due to the unrentable condition of one unit, representing 21% of the gross building area. Adjustments in this grid are on a percent basis applied to the price paid per square foot. The condition adjustment reflects not just physical condition, but the effective loss of approximately 20% of the subject's gba due to the non rentable condition of the 601 unit.					
Comparable Sale photos are on pages 23 & 24.					
Prices paid per apartment unit for the comparables were \$45,000, \$37,500, and \$36,600. Concluding a value of \$40,000 for each subject unit that is being rented suggests a \$200,000 value.					
Subject GBA:	4,754 Sq.Ft. X	\$ 41.00 /Sq.Ft. GBA:	= VALUE BY SALES COMPARISON APPROACH =	\$ 194,914	
OPINION OF VALUE OF EXCESS LAND =				\$	
OPINION OF VALUE OF PERSONAL PROPERTY and/or OTHER NON-REALTY INTERESTS INCLUDED =				\$	
OTHER ITEM(S) AFFECTING THE SALES COMPARISON APPROACH VALUE (if applicable) =				\$	
INDICATED VALUE BY SALES COMPARISON APPROACH =				\$ 194,914	
FINAL INDICATION OF VALUE BY SALES COMPARISON APPROACH (ROUNDED) =				\$ 194,900	

COMPARABLE SALES ANALYSIS



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COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

SUMMARY OF SUBJECT LEASES / CURRENT & MARKET RENTS	Tenant Name or Suite #	Tenant Rented Area Sq.Ft.	Beginning Date of Lease	Length (Term) of Lease	Type of Lease *	Current Annual Rent in \$	Current Annual Rent \$/SF	Indicated Annual Market Rent in \$	Indicated Annual Market Rent \$/SF
	601 not rented 2 bed	1,012				0			
	619 2 bed	920			mg	6,385	6.94	6,900	7.50
	621 1 bed	705			mg	5,160	7.32	5,703	8.09
	623 1 bed	706			mg	4,967	7.04	5,704	8.08
	625 1 bed	705			mg	4,967	7.05	5,703	8.09
	627 1 bed	706			mg	4,967	7.04	5,704	8.08
	<b>Column Totals</b>	4,754			26,446		29,714		
<p>* Lease Type Abbreviations: <b>G</b> = Gross Lease; <b>N</b> = Net Lease; <b>NNN</b> = Triple Net; <b>MG</b> = Modified Gross; <b>P</b> = Expense Pass Through; <b>O</b> = Sales Overage Rents; <b>C</b> = Common Area Maintenance; <b>R</b> = Renewal Option</p> <p>Current Vacancy: 20 % Range of Current Ann. Rents: \$6.94 to \$7.32 Range of Ann. Market Rents: \$303 to \$717</p> <p>Describe Expense Pass Throughs: na</p> <p>Typical Ann. Tenant Improvement Allowance: \$ na Leases Expiring Within the Next One Year - Total # of Leases: Total Sq. Ft:</p> <p>Typical Lease Terms: Landlord pays water sewer, trash, and heat</p> <p>Renewal Options:</p> <p>Provisions for Rent Change:</p> <p>Common Area Maintenance: none</p> <p>Rent Concessions: na</p> <p>Comments on the Subject Lease Terms: Central heating system has landlord responsible for the heat expense. Vacancy based on the 5 rented units, not the 6 as #601 appears uneconomical to renovate.</p> <p>Reconciliation of Subject Lease Terms with the Market: The current leases are all annual and can be changed within a year so are concluded to not impact the value.</p>									

SUBJECT LEASE TERMS

COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

**SUBJECT HISTORICAL EXPENSE**  
 Comments/Analysis of the Subject Historical Expenses: The neighborhood was researched for 1 & 2 bedroom apartment rents. Rents for 1 bedroom units were found ranging from \$303 to \$479 per month. Rents for 2 bedroom units were found ranging from \$400 to \$717 per month. The median 1 bedroom unit rent was \$415 and for 2 bedroom units \$525. The subject units are relatively small and old, but with heat included in the rent, it is concluded reasonable that market rent on a 12 month basis will be at or above the median market rent levels found. The presence of the garages add to the rent capability of the units. Although small, it is estimated that would allow increasing rent by \$50 per month per unit. Market rent for the 1 bedroom units is concluded to be \$475.00 each and \$575 for the 2 bedroom unit.

<b>INCOME:</b>		From: 7/1/07	To: 6/30/2008		
Item		<b>ACTUAL</b>	Comment	<b>FORECASTED (non-stabilized)</b>	Comment
Annual Rent		\$ 26,446	thru 2009 projection is \$32,700	\$ 29,714	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
<b>Potential Gross Income</b>		\$ 26,446		\$ 29,714	
Vacancy (% of PGI)		%		10 %	
& Collection Loss		\$( )		\$( 2,971)	
		\$		\$	
		\$		\$	
<b>Effective Gross Income</b>		\$ 26,446		\$ 26,743	
<b>EXPENSES:</b>		<b>ACTUAL</b>	Comment	<b>FORECASTED (non-stabilized)</b>	Comment
Item	(% of EGI)	%		%	
Property Management		\$		\$ 2,139	8 %
Property Taxes		\$	None presently	\$ 2,500	Estimated at 1.3% of sales indication
Insurance		\$	not available	\$ 900	Estimate based on other unit histories
Electricity		\$	not available	\$	
Gas		\$ 6,023		\$ 6,000	Based on actual reported
Water		\$	not available	\$	
Sewer		\$	not available	\$ 1,870	Utility expenses based on other projects
Janitorial		\$	not available	\$	estimated at 7% of Adjusted Gross
Maintenance		\$		\$ 1,340	Maintenance, repairs estimated at 5%
HVAC Maintenance		\$		\$	
Elevator Maintenance		\$		\$	
Trash Removal		\$		\$	included in utilities
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
Reserves		\$		\$	
<b>Total Expenses</b>		\$ 6,023		\$ 14,749	
<b>Net Operating Income</b>		\$ 20,423		\$ 11,994	
<b>Expenses in \$/SF GBA:</b>		\$ 1.27 /SF GBA		\$ 3.10 /SF GBA	
<b>Expense Ratio:</b>		22.77 %		55.15 %	

**INCOME & EXPENSE HISTORY & FORECAST**  
 Comments/Analysis of the Subject Income & Expenses: Many of the existing operating expenses are not available as they are lumped together with the larger College budget.

**COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT**

File No.: 0031120

Comments on the Income Capitalization Methodologies Used:

**Capitalization Rate Extraction from Comparable Sales**

Comparable Property Name or Address	Date of Sale	Sale Price	Net Operating Income	Capitalization Rate	Source and/or Comments
1103 Prospect	3/2009	\$ 450,000	\$ 30,883	6.86 %	
417 5th St	10/2008	\$ 220,000	\$ 18,876	8.58 %	
336 5th St	10/2008	\$ 185,000	\$ 13,441	7.27 %	
603 16th St	8/2008	\$ 150,000	\$ 9,981	6.65 %	
		\$	\$	%	
		\$	\$	%	

Cap. Rate Range by Sales Extraction: From: 6.65% To: 8.58% Indicated Capitalization Rate by Sales Extraction: 7.00%

Comments/Reconciliation of Capitalization Rate Extraction: Most weight placed on the most recent sale, 1103 Prospect. Overall rate for the subject concluded to be 7.0%

**Other Capitalization Rate Determination Methods and Indicators Used (only if valid and appropriate for this report)**

Methodology	Addenda Attached	Indicated Cap. Rate
Band of Investment	<input type="checkbox"/>	%
Yield Capitalization	<input type="checkbox"/>	%
Published Study	<input type="checkbox"/>	%

Comments/Reconciliation of Other Capitalization Rate Method(s) Used: Not applied

Comments/Reconciliation of the Capitalization Rate Conclusion: The market extracted overall capitalization rate is concluded reasonable for this property type in this neighborhood.

Subject Capitalization Rate Range: From: 6.65% To: 8.58% Indicated Capitalization Rate for the Subject Property: 7.00%



COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT

File No.: 0031120

Comments/Analysis of the Income Approach:

The income approach is applicable to this property as the typical buyer would be purchasing to create an income stream. Reliability of this approach is limited somewhat due to a lack of historical operating expenses and the feature of the owner being responsible for the heating costs due to a central hot water furnace system which is not necessarily appealing to landlords.

SUMMARY OF INCOME APPROACH

Net Operating Income: \$ 11,994	/ Ind. Cap. Rate: 7.00%	= INDICATED VALUE BY INCOME CAPITALIZATION = \$	171,343
		OPINION OF VALUE OF EXCESS LAND = \$	
		OPINION OF VALUE OF PERSONAL PROPERTY and/or OTHER NON-REALTY INTERESTS INCLUDED = \$	
		OTHER ITEM(S) AFFECTING THE INCOME APPROACH VALUE (if applicable) = \$	
		INDICATED VALUE BY INCOME APPROACH = \$	171,343
		<b>FINAL INDICATION OF VALUE BY INCOME APPROACH (ROUNDED) = \$</b>	<b>171,300</b>



**COMMERCIAL PROPERTY SUMMARY APPRAISAL REPORT**

File No.: 0031120

Value Indication - Total Site Value:	not developed	\$	
Value Indication - Cost Approach:	not developed	\$	
Value Indication - Sales Comparison Approach:		\$	194,900
Value Indication - Income Approach:		\$	171,300
Opinion of Value of any Personal Property and/or Other Non-Realty Interests Included:		\$	
Final Reconciliation:			

Due to the potential that a buyer will assume that they can renovate the 601 unit economically, the income approach is concluded to probably understate the subject's market value and due to including that unit's size in the gross building area suggests that the sales comparison approach is over stating its value. Added weight is placed on the income approach at this time due to market conditions where sale volumes across all real estate segments have slowed in the past 9 months.

FINAL RECONCILIATION

DATE OF REPORT:	June 06, 2009	DATE OF INSPECTION:	5/22/2009
Based on the degree of inspection of the Subject Property, as indicated below, the defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the Subject Property is:			
OPINION OF VALUE (as defined): \$	180,000	(as is) and/or \$	(other, describe)
EFFECTIVE DATE(S) OF VALUE:	5/22/2009	(as is) and/or	(other, describe)

A true and complete copy of this report contains \_\_\_\_\_ pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certification	<input type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Photograph Addenda
<input checked="" type="checkbox"/> Sketch Addendum	<input type="checkbox"/> Cost Addendum	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Additional Sites
<input type="checkbox"/> Additional Sales	<input type="checkbox"/> Map Addenda	<input type="checkbox"/> Income/Expense Addenda	<input type="checkbox"/> Hypothetical Conditions
<input type="checkbox"/> Additional Rentals	<input type="checkbox"/> Extraordinary Assumptions		

If required for this assignment, further attachments may be indicated elsewhere in this report.

Client Contact: Lucy K. Loewen Client Name: LEWIS CLARK STATE COLLEGE  
 E-mail: \_\_\_\_\_ Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501

<p><b>APPRAISER</b></p> <p>Appraiser Name: <u>Gary C Chase</u>                  Company: <u>Chase Appraisals,</u>                  Phone: <u>(208) 743-8528</u> Fax: _____                  E-mail: <u>gary@icland.com</u>                  Date of Report (Signature): <u>June 06, 2009</u>                  License or Certification #: <u>CGA- 31</u> State: <u>ID</u>                  Designation: <u>Certified General Appraiser</u>                  Expiration Date of License or Certification: <u>10/16/2009</u>                  Inspection of Subject: <input checked="" type="checkbox"/> Interior &amp; Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None                  Date of Inspection: <u>5/22/2009</u></p>	<p><b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b></p> <p>Supervisory or Co-Appraiser Name: _____                  Company: _____                  Phone: _____ Fax: _____                  E-mail: _____                  Date of Report (Signature): _____                  License or Certification #: _____ State: _____                  Designation: _____                  Expiration Date of License or Certification: _____                  Inspection of Subject: <input type="checkbox"/> Interior &amp; Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None                  Date of Inspection: _____</p>
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**Supplemental Addendum**File No. **0031120**

Lender	LEWIS CLARK STATE COLLEGE			
Property Address	619 6th St			
City	Lewiston	County	Nez Perce	State ID Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE			

• **GP Commercial Appraisal Report : Scope of Work - Additional Scope of Work Comments**

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

The property was observed by the appraiser from street, front, rear and side yards of the subject where access was available. The roof was viewed from those same areas. The appraiser walked through the accessible interior of the building including all rooms and halls, except where identified or referenced in the improvements and/or reconciliation sections of the appraisal form. The perimeter of the building was measured and approximate size calculated based on the dimensions available from the ground and supplemented by other measurements including interior sizes where needed. The condition of the building is described within the report. No expert reports in land survey, electrical, plumbing or mechanical systems, engineering, hazardous materials or wastes were provided appraiser unless identified in the report. No title report, property or infestation inspection report was provided the appraiser (unless noted in the report) to enable identification of additional condition/legal factors. The reader is advised to seek professional assistance from an expert in the appropriate field to address concerns regarding those elements. Public records and/or multiple listing services, where available for the neighborhood, were examined for historical and physical data for the subject. Idaho is a non-disclosure state and only limited historical information is available in many areas. Southeastern Washington Counties have only limited physical information in their available records.

The neighborhood has been visited and compared to both the overall community and the subject property. Sales within the neighborhood and competitive neighborhoods where appropriate were considered in the preliminary analysis. The most competitive sales were then selected and compared to the subject property. The comparable sales were viewed from adjoining streets and data collected on them from available public, multiple listing service sources, and/or private data files available. The results of those comparisons are summarized in the analysis grid/s and comments sections of this appraisal. Exposure time for the subject is concluded to have been equivalent to the typical neighborhood marketing time reported in the neighborhood section except where noted in the sales or reconciliation comments section of the report.

• **GP Commercial Appraisal Report : Market Area Description - Market Area and Market Conditions**

The subject is located in Lewiston, Idaho. Lewiston's 2000 population was reported at 30,904, indicating an increase of 10% since the 1990 census count of 28,082. Most of this increase occurred during the first half of the decade with the growth rate slowing significantly since 1995. Lewiston is the county seat of Nez Perce County and the largest community in North Central Idaho and South Eastern Washington. The community serves the surrounding agricultural and forest districts of the surrounding counties. One large change in the Valley economy is the recent creation of Clearwater Paper. Potlatch chose to reorganize itself into a REIT with emphasis on their land and timber holdings. The REIT organization limits the ratio of income that can be earned from industrial operations. Potlatch created the new operating company Clearwater Paper to operate the Lewiston sawmill, pulp, paper, and tissue manufacturing operations plus manufacturing operations in other three other states. Both companies are based in Spokane, Washington.

The result is that the largest employer of the Valley is now the new Clearwater Paper replacing Potlatch Corporation with approximately 2,000. St. Joseph's Regional Medical Center is the next larger employer with 800 employees. Blount manufactures ammunition at its three local plants. Two are located along Snake River Avenue in the Southwest section of town, while its newest operation is located adjacent the Lewiston Nez Perce County Regional Airport at the Southwest end of the Lewiston Orchards neighborhood.

The local metropolitan statistical area includes Lewiston's sister city of Clarkston, Washington located directly across the state line to the west of Lewiston. The two cities are divided only by the width of the Snake River and are connected by three bridges. The two communities along with the small town of Asotin, several miles to the south create a competitive but cooperative economic entity.

These communities along with the university towns of Moscow, home of the University of Idaho, and Pullman, home of Washington State University, form the economic center of North Central Idaho and South Eastern Washington. Together I call them the Quad-Cities Region. Moscow and Pullman are approximately 31 miles north of Lewiston and the communities have a significant intermix of commerce and households living in one and working or going to school in one of the other communities.

The February 2009 labor force for Lewiston MSA was reported by the Idaho Department of Labor, "Idaho Employment" March 2009 Issue, at 30,941 with an unemployment rate of 7.20%. The unemployment rates for the State and Nation for the same period were 6.8% and 8.1%. The local unemployment rate is an increase from the year ago unemployment rate of 4.9%. However, the number employed actually increased from 28,190 a year ago to 28,710, a small increase of 1.8% in the number



**Supplemental Addendum**File No. **0031120**

Lender	LEWIS CLARK STATE COLLEGE				
Property Address	619 6th St				
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Client	LEWIS CLARK STATE COLLEGE				

employed over a year ago.

The real estate markets moved back to an overall balance in 2007 after several years of increasing values and high market activity. Residential sales reported for 2008 by the Lewis - Clark Association of Realtors Multiple Listing Service for the Lewiston Clarkston Valley totaled 611 sales, a 14.3% drop in numbers from 2007. There was a dollar sales volume decrease of 15.7% to \$107 million from \$127 million. These numbers are down significantly from the record high volumes of 2005 & 2006. The average residential sale price in Lewiston increased from \$143,564 in 2005, \$170,794 in 2006, \$177,301 in 2007 and in 2008 to \$181,245.

Within the Valley market area, single family sale numbers declined in Lewiston from 441 sales in 2007 to only 378 in 2008. However, the median sales price remained stable, (\$158,500 in 2008 versus \$158,250 in 2007). Also, while sales slowed, the median days on market also remained stable coming down from 79 days in 2007 to 77 in 2008.

Comparisons of sale and re-sale of the same homes this year and in the past three plus years indicate that price levels remain stable or improving with minimal data points indicating any price decreases. The OHFEO reports that the one year appreciation of home prices for the Lewiston MSA at a +0.98% for 2008.

There are 32 commercial/industrial properties on the market in the Lewis Clark Valley per the MLS this month. There were 11 sales reported for the four quarters ending March 31, 2009 with an average price of \$518,063 and 300 average days on market. There were 23 sales reported during 2007 averaging \$241,260 and 407 days marketing time. There were 10 commercial/industrial sales reported during 2006. The average price paid was \$245,980. This service also reports a total of 14 such properties sold in 2005 with an average price of \$232,929 with marketing times averaging 204 days. Much of the commercial building activity is not reported through the MLS so reliance on those numbers alone understates the local activity.

There are currently 22 multi-family properties on the market in the Valley per the MLS. There were 16 sales reported for the four quarters ending March 31, 2009 with an average price of \$199,050 and average time on the market of 149 days. There were 30 sales averaging \$174,983 with average Days on Market of 142 in 2007. There were 33 sales reported during 2006 with an average price of \$256,924 and average 129 DOM. This compares to 43 sales in 2005 at an average price of \$136,259 with an average 98 DOM, and 43 in 2004 averaging \$132,294 and average 185 DOM.

The subject is located on Normal Hill just across the street north of the Lewis Clark State College Campus. This plus its proximity to the St. Joseph's Regional Medical Center 2 blocks north places the subject in a prime area for rental properties.

**Location Map**

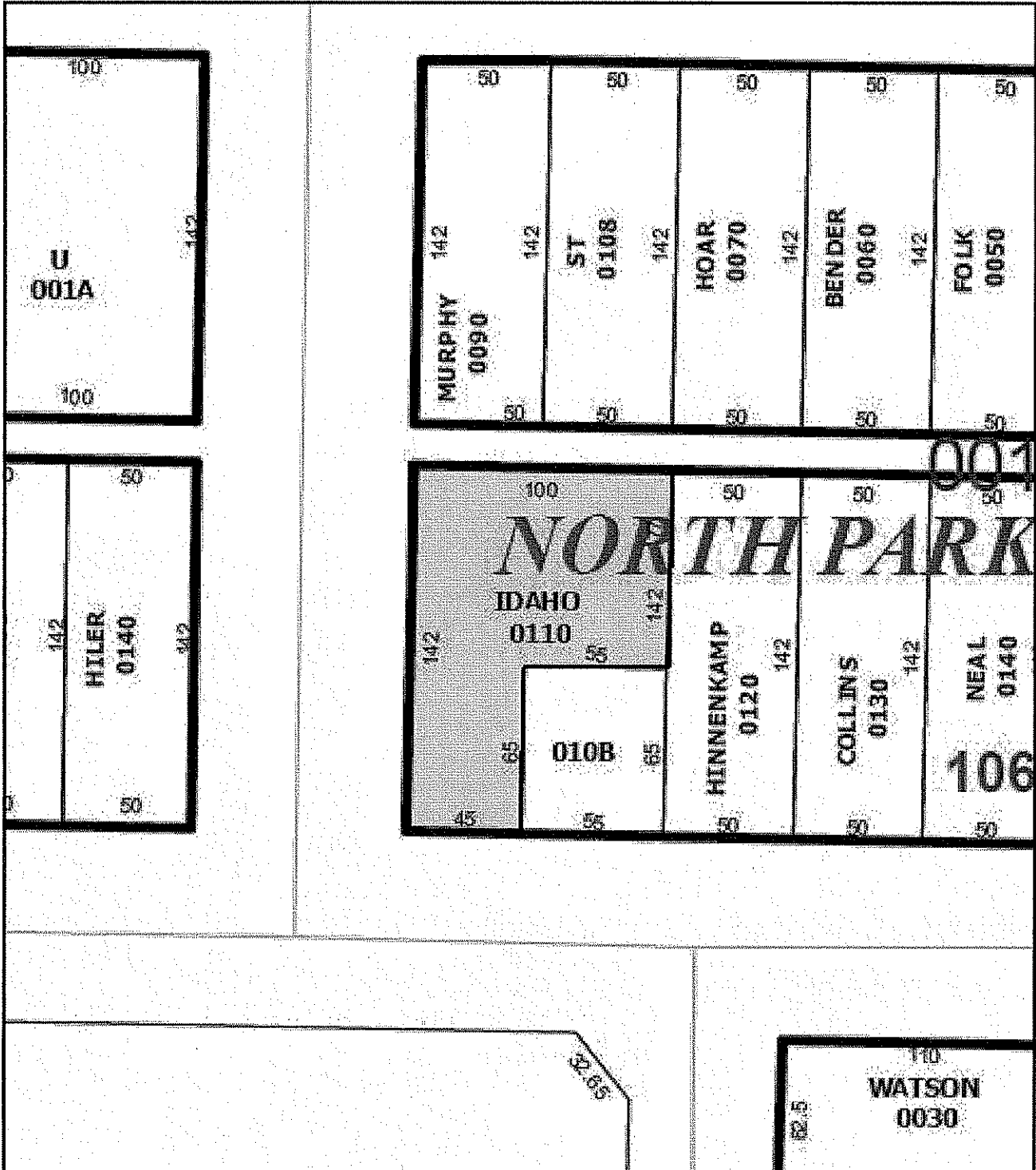
Lender	LEWIS CLARK STATE COLLEGE			
Property Address	619 6th St			
City	Lewiston	County	Nez Perce	State ID      Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE			



Form MAP\_LT.LOC — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

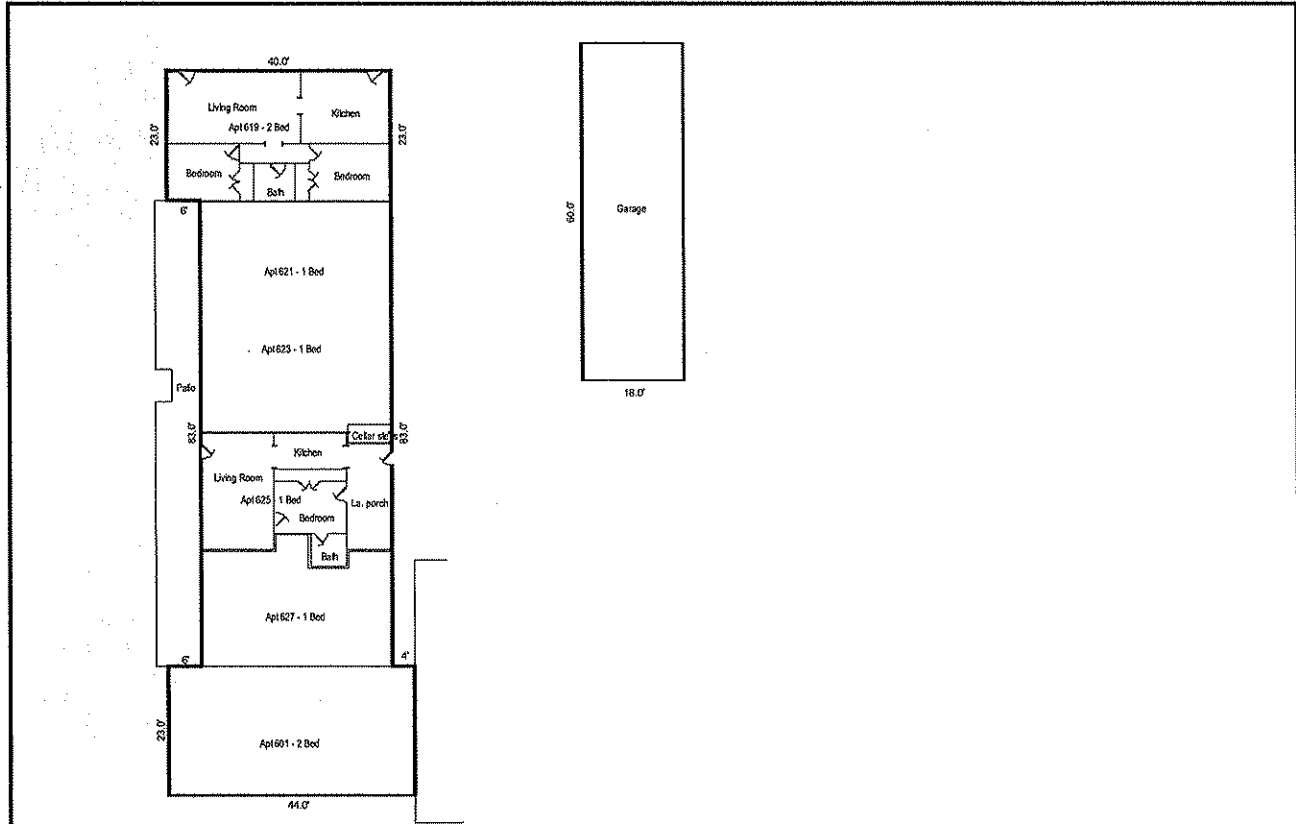
**Tax Assessor's Map**

Lender	LEWIS CLARK STATE COLLEGE			
Property Address	619 6th St			
City	Lewiston	County	Nez Perce	State ID Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE			



### Building Sketch

Lender	LEWIS CLARK STATE COLLEGE			
Property Address	619 6th St			
City	Lewiston	County	Nez Perce	State ID Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE			



Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GRA1	First Floor	4754.0	4754.0
GAR	Garage	1080.0	1080.0
Net BUILDING Area		(Rounded)	4754

BUILDING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
23.0	x 40.0	920.0
34.0	x 63.0	2822.0
23.0	x 44.0	1012.0
3 Items		(Rounded)
		4754



### Comparable Sales Map

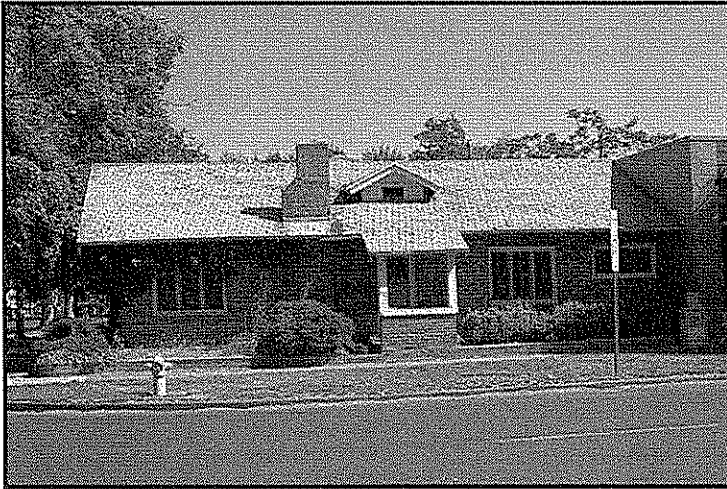
Lender	LEWIS CLARK STATE COLLEGE			
Property Address	619 6th St			
City	Lewiston	County	Nez Perce	State ID Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE			



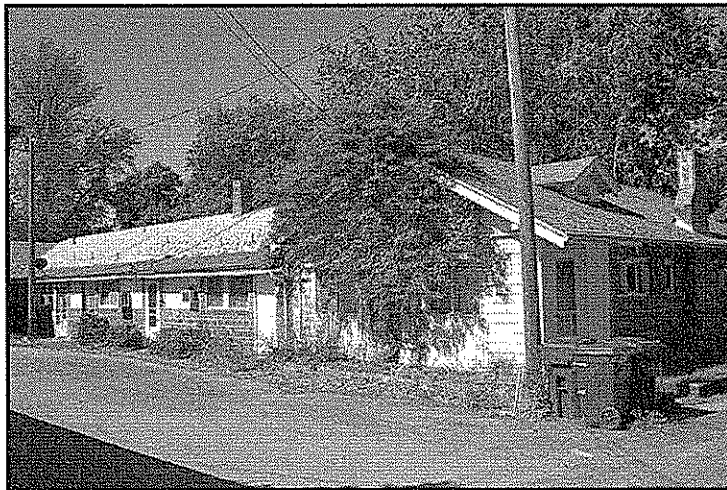
Form MAP\_LT.LOC — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

**Photograph Addendum**

Lender	LEWIS CLARK STATE COLLEGE				
Property Address	619 6th St				
City	Lewiston	County	Nez Perce	State ID	Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE				



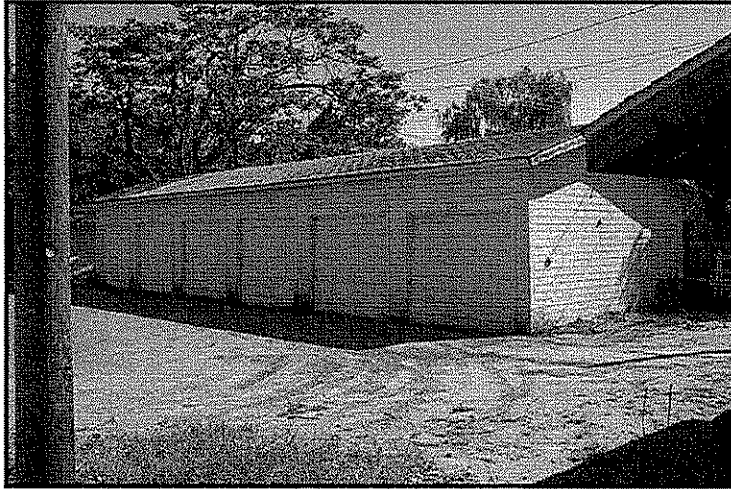
Subject facing North from 7th Avenue



Subject facing southwest from alley

**Photograph Addendum**

Lender	LEWIS CLARK STATE COLLEGE				
Property Address	619 6th St				
City	Lewiston	County	Nez Perce	State ID	Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE				



Garage



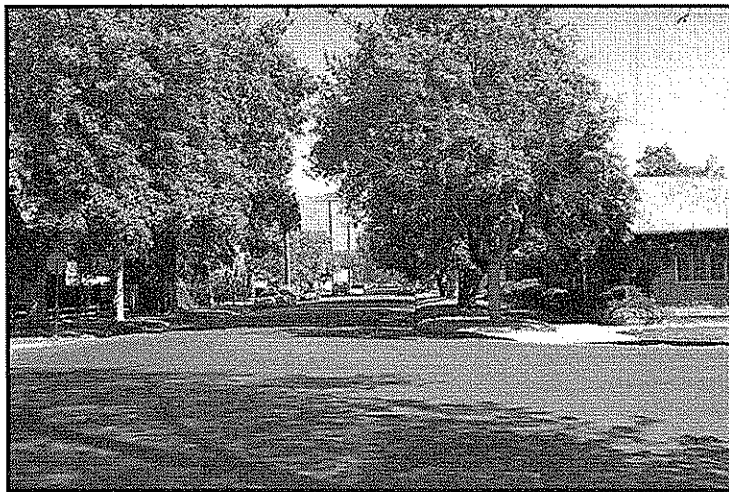
Interior of a unit - better condition

**Photograph Addendum**

Lender	LEWIS CLARK STATE COLLEGE				
Property Address	619 6th St				
City	Lewiston	County	Nez Perce	State ID	Zip Code 83501-2603
Client	LEWIS CLARK STATE COLLEGE				



7th Avenue facing west, subject right of photo



6th Street facing north, subject visible on right

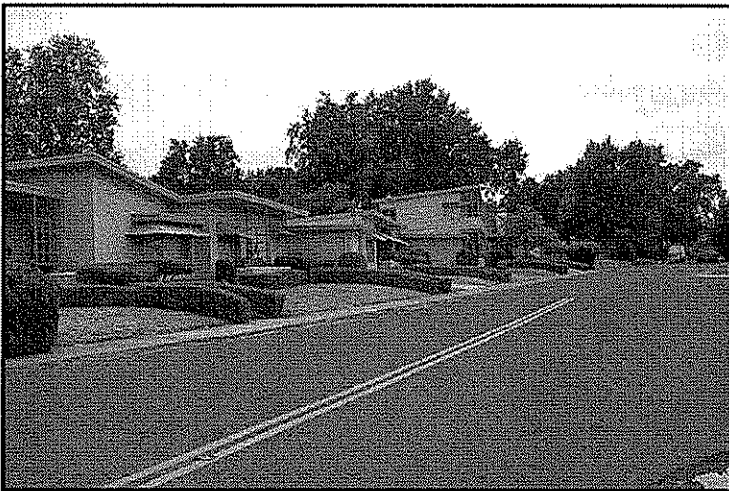


**Photograph Addendum**

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Property Address	619 6th St				
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1 damaged room in unrented unit



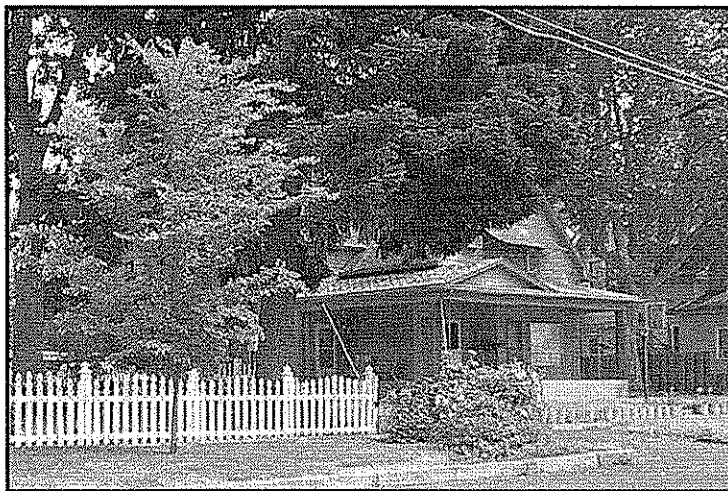
Comparable #1

**Photograph Addendum**

Lender	LEWIS CLARK STATE COLLEGE					
Property Address	619 6th St					
City	Lewiston	County	Nez Perce	State ID	Zip Code	83501-2603
Client	LEWIS CLARK STATE COLLEGE					



Comparable #2



Comparable #3

**Assumptions & Limiting Conditions**

File No.: 0031120

Property Address: 619 6th St	City: Lewiston	State: ID	Zip Code: 83501-2603
Building Name (if applicable): Sixth Street Apartments			
Client: LEWIS CLARK STATE COLLEGE	Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501		
Appraiser: Gary C Chase	Address: Chase Appraisals, 903 D Street Suite 201, Lewiston, ID 83501		

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS:**

— The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership. The future operation of the property assumes skilled and adequate management but are not represented to be historically based.

— The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.— If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.— The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.— If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.— The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.— The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. All information furnished regarding rental rates, lease terms, or projections of income and expense is from sources deemed reliable. No warranty or representation is made as to the accuracy thereof.

— The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.— If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.— An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

— The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. — An appraisal of real property is not a 'property inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

— Values for various components of the subject parcel and improvements or the value derived by one or two approaches to value as contained within this report are valid only when making a summation or final opinion of value and are not to be used independently for any purpose and must be considered invalid if so used. A separate report on only a part of a whole property, particularly if the reported value exceeds the value that would be derived if the property were considered separately as a whole, must be stated as a fractional report.

— Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**Scope of Work**

File No.: 0031120

Property Address: 619 6th St	City: Lewiston	State: ID	Zip Code: 83501-2603
Building Name (if applicable): Sixth Street Apartments			
Client: LEWIS CLARK STATE COLLEGE		Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501	
Appraiser: Gary C Chase		Address: Chase Appraisals, 903 D Street Suite 201, Lewiston, ID 83501	

**SCOPE OF WORK:**

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

**Additional Scope of Work Comments:**

See the general addenda, page 14

**HYPOTHETICAL CONDITIONS and/or EXTRAORDINARY ASSUMPTIONS (if applicable):**



## Definitions

File No.: 0031120

Property Address: 619 6th St	City: Lewiston	State: ID	Zip Code: 83501-2603
Building Name (if applicable): Sixth Street Apartments			
Client: LEWIS CLARK STATE COLLEGE	Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501		
Appraiser: Gary C Chase	Address: Chase Appraisals, 903 D Street Suite 201, Lewiston, ID 83501		

**DEFINITIONS:****DEFINITION OF MARKET VALUE \*:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

**Certifications**

File No.: 0031120

Property Address: 619 6th St	City: Lewiston	State: ID	Zip Code: 83501-2603
Building Name (if applicable): Sixth Street Apartments			
Client: LEWIS CLARK STATE COLLEGE		Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501	
Appraiser: Gary C Chase		Address:	

**APPRAISER'S CERTIFICATION:**

**I certify that, to the best of my knowledge and belief:**

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


**ADDITIONAL CERTIFICATIONS:**

Client Contact: Lucy K. Loewen	Client Name: LEWIS CLARK STATE COLLEGE
E-mail:	Address: 500 8TH AVE, ADMINISTRATION BUILDING, LEWISTON, ID 83501

**APPRAISER**

**SUPERVISORY APPRAISER (if required)  
or CO-APPRAISER (if applicable)**

SIGNATURES

  
 Appraiser Name: Gary C Chase  
 Company: Chase Appraisals,  
 Phone: (208) 743-8528 Fax:  
 E-mail: gary@lcland.com  
 Date Report Signed: June 06, 2009  
 License or Certification #: CGA- 31 State: ID  
 Designation: Certified General Appraiser  
 Expiration Date of License or Certification: 10/16/2009  
 Inspection of Subject:  Interior & Exterior  Exterior Only  None  
 Date of Inspection: 5/22/2009

Supervisory or  
Co-Appraiser Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date Report Signed: \_\_\_\_\_  
 License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: \_\_\_\_\_  
 Inspection of Subject:  Interior & Exterior  Exterior Only  None  
 Date of Inspection: \_\_\_\_\_



<b>FROM:</b> Gary C. Chase CHASE APPRAISALS 903 "D" Street, Suite 201 Lewiston, ID 83501  Telephone Number: 208-743-8528      Fax Number: 208-798-7852	<h2 style="margin: 0;">INVOICE</h2> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr><th style="background-color: #cccccc;">INVOICE NUMBER</th></tr> <tr><td style="text-align: center;">0031120</td></tr> <tr><th style="background-color: #cccccc;">DATE</th></tr> <tr><td style="text-align: center;">6/6/2009</td></tr> <tr><th style="background-color: #cccccc;">REFERENCE</th></tr> <tr><td>Internal Order #: 0031120</td></tr> <tr><td>Lender Case #:</td></tr> <tr><td>Client File #:</td></tr> <tr><td>Main File # on form: 0031120</td></tr> <tr><td>Other File # on form:</td></tr> <tr><td>Federal Tax ID: 82-0353468</td></tr> <tr><td>Employer ID: 82-0353468</td></tr> </table>	INVOICE NUMBER	0031120	DATE	6/6/2009	REFERENCE	Internal Order #: 0031120	Lender Case #:	Client File #:	Main File # on form: 0031120	Other File # on form:	Federal Tax ID: 82-0353468	Employer ID: 82-0353468
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Employer ID: 82-0353468													
<b>TO:</b> Lucy K. Loewen LEWIS CLARK STATE COLLEGE 500 8TH AVE ADMINISTRATION BUILDING LEWISTON, ID 83501 Telephone Number: 792-2240      Fax Number: Alternate Number:      E-Mail: lkloewen@lcsc.edu													
<b>DESCRIPTION</b>													
Lender: LEWIS CLARK STATE COLLEGE      Client: LEWIS CLARK STATE COLLEGE Purchaser/Borrower: na Property Address: 619 6th St City: Lewiston County: Nez Perce      State: ID      Zip: 83501-2603 Legal Description: North 76.92' of Lot 11 & lot 10, except E.44' of S65.08', all in Block 1 North Park Place													
<b>FEES</b>	<b>AMOUNT</b>												
Summary Multi-Family	900.00												
<b>SUBTOTAL</b>	900.00												
<b>PAYMENTS</b>	<b>AMOUNT</b>												
Check #:      Date:      Description:													
Check #:      Date:      Description:													
Check #:      Date:      Description:													
<b>SUBTOTAL</b>													
<b>TOTAL DUE</b>	<b>\$</b> 900.00												

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of August 2009, by and between WILLIAM A. SCHARNHORST and DIXIE L. SCHARNHORST, husband and wife, "BUYERS"; and STATE OF IDAHO, BY AND THROUGH THE STATE BOARD OF EDUCATION AS BOARD OF TRUSTEES FOR LEWIS-CLARK STATE COLLEGE, also referred to as the IDAHO STATE BOARD OF EDUCATION AS BOARD OF TRUSTEES OF LEWIS-CLARK STATE COLLEGE, hereinafter referred to as "SELLER,"

WITNESSETH:

Buyers hereby agree to purchase and Seller hereby agrees to sell that certain real property and the improvements now located thereon (the "Property"), situate in Nez Perce County, Idaho, and more particularly described on Exhibit A, attached hereto and by reference made a part hereof as though set forth herein.

Buyers hereby agree to pay unto Seller, as purchase price for the Property the sum of One Hundred Five Thousand Dollars (\$105,000), in cash, upon closing.

The parties further covenant and agree as follows:

I.

Buyers have received a copy of Commitment for Title Insurance, Order No. 19949, dated August 11, 2009, issued by Land Title Company of Nez Perce County, Idaho, Inc., Lewiston, Idaho, and accept the state of title to the Property as shown therein. Within a reasonable time after closing, Seller shall, at its expense, cause an owner's standard title



insurance policy for the total amount of the purchase price to be issued to Buyers, subject to the exceptions contained in the above-referenced Commitment for Title Insurance.

**II.**

On or before the date of closing, Seller shall execute and deliver to closing agent a Warranty Deed conveying title to the Property to Buyers, subject only to those special exceptions contained in the Commitment for Title Insurance referred to in Paragraph I, easements, if any, established by use, and encroachments or any questions of location of boundaries and area which an accurate survey would have disclosed. On or before the date of closing, Buyers shall deposit the full amount of the purchase price and Buyers' share of the closing costs with closing agent.

**III.**

The date of closing shall be on or before the \_\_\_\_\_ day of August 2009. Closing shall occur at Land Title Company of Nez Perce County, Idaho, Inc., which company shall act as closing agent. The closing fee of the closing agent shall be paid one-half by Buyers and one-half by Seller. Any water, sewer and garbage assessments shall be prorated as of the date of closing. Seller is a tax-exempt entity and no taxes will be prorated. Buyers understand that following closing, the Nez Perce County Assessor shall determine the value of the property for real estate tax purposes and, if this sale closes prior to September 30, 2009, Buyers will be required to pay one-half of the taxes they would have been required to pay if they had owned the property for the entire year of 2009.

**IV.**

Buyers shall have possession of the Property on the date of closing.

## V.

Except for any express representations and warranties of Seller contained elsewhere in this Agreement, Seller specifically disclaims all warranties or representations of any kind or character, express, implied, statutory or otherwise (including warranties of merchantability and warranties of fitness for use or acceptability for the purpose intended by Buyers) with respect to the Property or its condition or the construction, prospects, operations or results of operations of the Property. The disclaimers in this Section V, specifically, but without limitation, extend to: (1) matters relating to hazardous materials, including asbestos, and compliance with environmental laws, (2) geological conditions, including subsidence, subsurface conditions, water table, underground streams and reservoirs and other underground water conditions, limitations regarding the withdrawal of water, earthquake faults, and matters relating to flood prone areas, flood plain, floodway or special flood hazards, (3) drainage, (4) soil conditions, including the existence of instability, conditions of soil fill, susceptibility to landslides, and the sufficiency of any undershoring, (5) zoning and subdivision and compliance with zoning and subdivision laws, (6) the value and profit potential of the Property and (7) design, quality, suitability, structural integrity and physical condition of the Property and compliance of the Property with any laws (including building codes and similar laws, the Americans with Disabilities Act of 1990 and the fair housing amendments act of 1988). Buyers represent and warrant to Seller that Buyers are knowledgeable, experienced and sophisticated buyers of real estate. Buyers acknowledge that, except for any express representations and warranties of

**Seller contained elsewhere in this Agreement, Buyers have not relied upon and will not rely upon, either directly or indirectly, any statement of Seller or any of its affiliates or any officer, director, trustee, agent, employee or other person acting or purporting to act on behalf of Seller or any of its affiliates. Buyers acknowledge that they have conducted or will conduct such inspections and investigations as to the condition of the Property and all matters bearing upon the Property and the construction, prospects, operations and results of operations of the Property as they deems necessary to protect their interests. Buyers are acquiring the Property “as is” and “where is” and with all faults, defects, environmental conditions or other adverse matters. Except with respect to a breach of Seller’s express representations and warranties contained in this Agreement, Buyers, effective on the date of closing, release Seller from any statutory, common law, and/or other costs, losses, liabilities, obligations, claims or causes of action, known or unknown, that Buyers may have against Seller arising from, in whole or in part, or relating in any way to Seller’s failure to comply with any applicable or environmental laws or due to the presence, storage, disposal, release or threatened release of a hazardous material or other environmental contamination on, within, or from the Property before, as of, or after the closing date.**

**VI.**

If Buyers shall fail to close this transaction, then Seller may, at its option, upon five (5) days' written notice to Buyers, elect to exercise either of the following:

- (a) Terminate this Agreement and retain possession of the Property, or

(b) To enforce this Agreement in any manner provided by law or in equity or to sue for damages for any breach thereof.

If Seller shall fail to close this transaction, then Buyers may, at their option, on five (5) days' written notice to Seller, elect to exercise either of the following:

(a) Terminate this Agreement, in which event Seller shall reimburse Buyers for the appraisal fees and all other direct costs and expenses incurred by Buyers as a result of the transaction, or

(b) To enforce this Agreement in any manner known at law or in equity, or to sue for damages for any breach thereof.

VII.

**Buyers acknowledge that this Agreement and the other documents prepared in connection with this sale have been prepared by Clements, Brown & McNichols, P.A., attorneys at law, Lewiston, Idaho, who are the attorneys for Seller and do not represent Buyers in this transaction. Buyers have either had their own attorney review the sale documents or have been given this opportunity but have declined to do so.**

VIII.

It is further understood and agreed by and between the parties hereto that should any suit be instituted by either of the parties to enforce any term, covenant or condition of this agreement on the part of the other to be performed or to recover damage for the breach thereof, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable amount of attorneys' fees to be fixed by the court having jurisdiction thereof and taxed as costs in such suit.

X.

This Agreement and the obligations of each party under this Agreement are subject to and contingent upon the approval of this Agreement by the Idaho State Board of Education

XI.

Subject to the approval of the Idaho State Board of Education, this Agreement is binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
WILLIAM A. SCHARNHORST

\_\_\_\_\_  
DIXIE L. SCHARNHORST

BUYERS

STATE OF IDAHO, BY AND THROUGH THE  
STATE BOARD OF EDUCATION AS BOARD  
OF TRUSTEES FOR LEWIS-CLARK STATE  
COLLEGE

BY \_\_\_\_\_  
CHET HERBST, Lewis-Clark  
State College Vice President for  
Finance and Administration

SELLER

**EXHIBIT A**

Situate in Lewiston, Nez Perce County, Idaho, to wit:

**Lots 10 and 11, Block 1, NORTH PARK PLACE ADDITION to the City of Lewiston, according to the recorded plat thereof, records of Nez Perce County, Idaho.**

**EXCEPTING THEREFROM:**

**That portion thereof heretofore conveyed to ALICE C. ALFORD by Deed dated the 30th day of December, 1947, and filed in Book 180 of Deeds, at Page 151, records of Nez Perce County, State of Idaho, more particularly described as follows, to-wit:**

**Being a fractional part of Lots 10 and 11, Block 1, NORTH PARK PLACE ADDITION to the City of Lewiston, records of Nez Perce County, Idaho, and more particularly described as follows:**

**Beginning at the Southeast corner of Lot 11, Block 1, NORTH PARK PLACE; thence Westerly on the North line of Seventh Avenue, a distance of 50.44 feet to a point which is 0.44 feet Westerly from the Southeast corner of Lot 10; thence Northerly parallel to and 0.44 feet distant from the East line of Lot 10 a distance of 65.08 feet to a point; thence Easterly parallel to and 65.08 feet distant from the North line of Seventh Avenue a distance of 50.44 feet to a point on the East line of Lot 11; thence Southerly along the East line of Lot 11 a distance of 65.08 feet to THE POINT OF BEGINNING.**

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**ITEM PULLED FROM THE AGENDA**



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**SUBJECT**

Idaho Promise Scholarship – Approve Category B Award

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Administrative Procedures Act (IDAPA) 08.01.05.102.01  
Sections 33-4305 and 33-4308, Idaho Code

**BACKGROUND/DISCUSSION**

The Idaho Promise Scholarship Category B award is available for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. This scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship. State law requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

Statute permits the State Board of Education to set the annual individual amount up to \$600 and the total award up to \$1,200. The amount for the Promise B scholarship for FY10 was set by the Board at the April 2009 meeting at \$250/semester for eligible students. Final reports were submitted by institutions and usage projections for the 2009-2010 academic year indicate that the individual scholarship amounts need to be reduced. If actual awards are different than projected for the fall 2009 semester, the Board may choose to increase or further decrease the amount of the award for the spring 2010 semester.

The legislative appropriation for the Promise Category B Scholarship for FY2010 is \$3,925,400. Based upon participation during FY2009, Board staff has estimated the number of eligible students in academic year 2009-2010 will be approximately 8500 students. With the award reduced to \$400 per student per year, all eligible students will receive an award.

Actual student numbers for the fall 2009 semester will be reviewed and if an adjustment is necessary, staff will recommend an adjustment in the award amount for the spring 2010 semester. Staff recommends any spring adjustment be delegated to the Executive Director.

**IMPACT**

The Promise Scholarship provides a merit-based scholarship to Idaho high school students in an attempt to motivate students to excel in high school and attend an Idaho college. Estimated number of students receiving scholarships is 8,500.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the Board delegate to the Executive Director any adjustment necessary to the spring 2010 award.

**BOARD ACTION**

A motion to delegate to the Executive Director any adjustment to the spring 2010 award for those current recipients who maintain eligibility and for qualified first-year entering students under the age of 22 in academic year 2009-2010.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Kibbie Dome Life Safety Project

**REFERENCE**

August 2006	Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements
February 2007	Information Item, UPDATE: Technical Assessment & Feasibility Study, Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements. Notification of the Immediate Code Compliance, Guest and Participant Safety Issues Documented in the Technical Assessment & Feasibility Study
April 2007	Capital Project Authorization, Replace Artificial Turf, ASUI Kibbie Activity Center
December 2007	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements
December 2008	Authorized initial construction phase for the life safety improvements, at a cost not to exceed ten million dollars (\$10,000,000), resulting in a total project authorization value up to twelve million dollars (\$12,000,000)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1 and Section V.K.2.

**BACKGROUND/DISCUSSION**

At the December 2008 Board meeting the Board approved the request by the University of Idaho to implement the Initial Construction Phase for the life safety improvements in the ASUI Kibbie Activity Center, at a cost not to exceed \$10M, resulting in a total project authorization value up to \$12M. With the approval of the construction phase, the Board also approved the request by the University for a nonrevolving line of credit with a principal amount not to exceed \$10M. So the total cost of the project was \$10M in construction costs and \$2M in project design and hiring the construction manager.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 20, 2009**

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In 2008, the Permanent Building Fund Advisory Council recommended and the Legislature appropriated \$2M in FY 2010 Permanent Building Funds (PBF) for life safety alterations and repairs to the Kibbie Dome. These funds were earmarked for fire retardation installation in the ceiling area, installation of hand rails, ventilation and concrete modifications pursuant to Americans with Disabilities Act (ADA) and accessibility issues.

According to the University, the contractor is already mobilized and construction equipment and contractor field overhead is in place. Going forward with both projects at the same time will maximize efficiency and effectiveness of the PBF funds. For example, loading fire sprinkler piping using PBF funds can be accomplished at the same time reconstruction of the west wall is completed using university funds. This allows use of a tower crane already in position. Division of Public Works (DPW) agreed and is now developing an MOU with UI, effectively designating UI as the local DPW representative for execution of this \$2M scope of work.

**IMPACT**

Using both sources of funds simultaneously will create cost savings and efficiencies and reduce construction delays. A delay in using the PBF funds will incur additional costs due to logistical inefficiencies.

**STAFF COMMENTS AND RECOMMENDATIONS**

It is the staff's determination that the PBF portion of the project should be handled like all other PBF alteration and repair projects which have not required Board approval. The Board, however, should evaluate how it needs to be involved with these sorts of projects in the future and clarify Board policy to address that intent.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.